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COMMUNITY DECLARATION
FOR
VENEZIA TOWNHOMES

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COMMUNITY DECLARATION
FOR
VENEZIA TOWNHOMES

THIS COMMUNITY DECLARATION FOR VENEZIA TOWNHOMES (this "**Declaration**") is made this ____ day of _____, 2022, by FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation (the "**Declarant**"), joined by VENEZIA SOUTH MULTI FAMILY SUB-ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Declarant is the record title owner of the real property located in Lake County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by this reference ("**VENEZIA TOWNHOMES**").

B. The Declarant hereby desires to subject VENEZIA TOWNHOMES to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising VENEZIA TOWNHOMES, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant hereby declares that every portion of VENEZIA TOWNHOMES is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. Recitals. The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.

2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee for VENEZIA TOWNHOMES established pursuant to Section 19.1 hereof.

"**Articles**" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"**Association**" shall mean VENEZIA SOUTH MULTI FAMILY SUB-ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

"**Board**" shall mean the Board of Directors of the Association.

"**Builder**" means any person or entity other than the Declarant who (i) holds title to a Lot prior to, during and until completion of construction of a Home thereon (as evidenced by issuance of a certificate of occupancy) and the sale of such Home to a third party, (ii) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (iii) is approved by the Declarant in writing as a Builder. The term "Builders" shall collectively refer to all persons or entities meeting the definition of "Builder" as provided herein. D.R. Horton, Inc., a Delaware corporation ("**D.R. Horton**") is hereby approved by the Declarant as a "Builder."

"**Bylaws**" shall mean the Bylaws of the Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

"**Common Areas**" shall mean all real property interests and personalty within VENEZIA TOWNHOMES designated as Common Areas from time to time by the Declarant, by a Plat (as defined herein), or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within VENEZIA TOWNHOMES. The Declarant hereby designates the parcels of real property labeled as "Common Areas" on **Exhibit 5**, attached hereto and incorporated herein, as the Common Areas of VENEZIA TOWNHOMES. The Common Areas may include, without limitation, the Recreational Facilities (as defined herein), any Mail Delivery Centers (as defined herein), the Trail System (as defined herein), entrance features and/or signage, fountains, buffer or landscaped areas, irrigation facilities, open space areas, parks, internal buffers, perimeter buffers, Perimeter Walls/Fences (as defined herein), Retaining Walls (as defined herein), sidewalks, street lights, and commonly used utility facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, EXCEPT FOR THE COMMON AREAS IDENTIFIED ON **EXHIBIT 5**, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

"**Community Completion Date**" shall mean the date upon which all Homes in VENEZIA TOWNHOMES, as ultimately planned and as fully developed, have been conveyed by the Declarant and/or Builders to Owners.

"**Community Standards**" shall mean such architectural and design standards, if any, established by the Declarant or the ACC pursuant to Section 19.5 hereof.

"**Contractors**" shall have the meaning set forth in Section 19.12.2 hereof.

"**County**" shall mean Lake County, Florida.

"**Declarant**" shall mean FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as the Declarant in a written instrument which the immediately preceding Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, of the Declarant's rights and/or obligations, the assignee shall not be deemed the Declarant hereunder, but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee. Additionally, any partial assignee that does not assume all of the obligations of the Declarant shall not be deemed the Declarant.

"**Declaration**" shall mean this COMMUNITY DECLARATION FOR VENEZIA TOWNHOMES, together with all amendments, supplements, and modifications thereof.

"**Electronic Transmission**" shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those members of the Association who

consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by delivery of written notice to the Board.

"**Governing Documents**" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, and any applicable Supplemental Declaration all as amended from time to time.

"**Home**" shall mean a residential dwelling and appurtenances thereto constructed on a Lot within VENEZIA TOWNHOMES. The term Home may not reflect the same division of property as reflected on the Plat (as defined herein). A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"**Immediate Family Members**" shall mean regardless of actual or perceived sexual orientation, gender identity or legal marital status, the individuals living as a family unit in the Home, including, without limitation, the Owner's child, spouse or domestic partner, parent, grandparent, or any other person living in the Home who qualifies as a "Family Member" as defined under FHA Single Family Housing Policy Handbook 4000.1. No person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Home. All references to "family members" of Owners used in this Declaration shall mean "Immediate Family Members."

"**Individual Assessments**" shall have the meaning set forth in Section 17.2.5 hereof.

"**Initial Contribution**" shall have the meaning set forth in Section 17.11 hereof.

"**Installment Assessments**" shall have the meaning set forth in Section 17.2.1 hereof.

"**Lender**" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) the Declarant, Builders and their affiliates, to the extent the Declarant, Builders or their affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"**Lessee**" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within VENEZIA TOWNHOMES.

"**Lot**" shall mean any platted lot shown on the Plat. The term "Lot" includes any interest in land, improvements, or other property appurtenant to the Lot, including, without limitation, a Home.

"**Lot Line Fence**" shall mean any fence or wall that is placed (or any part of which is placed) on the dividing line or platted lot line between the Lots of such Homes. The term "Lot Line Fence" shall not include Perimeter Walls/Fences or Retaining Walls.

"**Master Association**" shall mean the VENEZIA SOUTH MASTER PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

"**Master Declaration**" shall mean the DECLARATION OF MASTER COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR VENEZIA SOUTH, together with all amendments, supplements, and modifications thereof.

"**Master Plan**" shall mean collectively any full or partial concept plan for the development of VENEZIA TOWNHOMES, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by the Declarant as to the development of VENEZIA TOWNHOMES, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

"**Operating Expenses**" shall mean all actual and estimated costs and expenses of operating the Association. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, the Recreational Facilities, the Trail System and any Mail Delivery Centers; all amounts payable by the Association under the terms of this Declaration; all amounts payable to the Master Association under the terms of this Declaration or the Master Declaration; all costs of community lighting including up-lighting and entrance lighting (except as otherwise provided by the MSBU, if at all, as provided in Section 17.24 herein); all costs related to the maintenance of entrance features, signage and/or related improvements that may be located on property owned by the Town and/or County; all amounts payable in connection with any private street lighting agreement between the Association and a utility provider; all amounts payable in connection with irrigation costs incurred by the Association for the Common Area irrigation and, as set forth in Section 10.2 herein, the cost of landscape, lawn and irrigation maintenance services rendered to the Lots in VENEZIA TOWNHOMES; costs of utilities; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to Owners, if any; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or the Declarant, if any; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves.

"**Owner**" shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" shall not include the Declarant or Builders, even after the Turnover Date.

"**Parcel**" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Lot.

"**Permit**" shall mean Permit No. _____ issued by SJRWMD (as defined herein), a copy of which is attached hereto as **Exhibit 4**, as amended or modified from time to time.

"**Perimeter Walls/Fences**" shall mean any fence or wall that is placed (or any part of which is placed) on the perimeter or dividing line between Lots and Common Area, or on the perimeter or dividing line between portions of VENEZIA TOWNHOMES and other areas adjacent to but outside of VENEZIA TOWNHOMES. The term "Perimeter Walls/Fences" shall not include Lot Line Fences (if any) installed on the platted line dividing Lots.

"**Plat**" shall mean any plat of any portion of VENEZIA TOWNHOMES filed in the Public Records, from time to time. This definition shall be automatically amended to include any replat or the plat of any additional phase of VENEZIA TOWNHOMES, as such phase is added to this Declaration.

"**Public Records**" shall mean the Public Records of Lake County, Florida.

"**Resale Contribution**" shall have the meaning set forth in Section 17.12 hereof.

"**Reserves**" shall have the meaning set forth in Section 17.2.4 hereof.

"**Rules and Regulations**" shall mean the Rules and Regulations governing VENEZIA TOWNHOMES as adopted from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable, pursuant to the requirements for adopting amendments to the Declaration as provided in Section 4 below. Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of VENEZIA

TOWNHOMES from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations. The Board shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations.

"**SJRWMD**" shall mean the St. Johns River Water Management District.

"**Special Assessments**" shall mean those Assessments more particularly described as Special Assessments in Section 17.2.2 hereof.

"**Supplemental Declaration**" shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1 which subjects additional property to this Declaration, designates neighborhoods or service areas, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

"**Stormwater Management System**" or "**SMS**" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code (2020) and includes those works authorized by SJRWMD pursuant to the Permit. The SMS will be maintained by the Master Association.

"**Telecommunications Provider**" shall mean any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

"'**Telecommunications Services**" shall mean delivered entertainment services, if provided, or none at all; all services that are typically and, in the future, identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services may include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"**Title Documents**" shall have the meaning set forth in Section 24.8 hereof.

"**Town**" shall mean the Town of Howey-in-the-Hills, in Lake County, Florida.

"**Turnover**" shall mean the transfer of operation of the Association by the Declarant to Owners and Builders.

"**Turnover Date**" shall mean the date on which transition of control of the Association from the Declarant to Owners and Builders occurs.

"**Use Fees**" shall have the meaning set forth in Section 17.2.3 hereof.

"**VENEZIA TOWNHOMES**" shall have the meaning set forth in the recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

"**Voting Interest**" shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within VENEZIA TOWNHOMES, which shall include the voting interests of the Declarant and Builders.

"**Wetland Conservation Areas**" shall have the meaning set forth in Section 25.4 herein. The Wetland Conservation Areas, if any, will be maintained by the Master Association.

3. Plan of Development.

3.1 Plan. The planning process for VENEZIA TOWNHOMES is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents and any other Agreements (as defined herein), the Declarant may and has the right to develop VENEZIA TOWNHOMES and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, fences, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of VENEZIA TOWNHOMES as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for VENEZIA TOWNHOMES which may be supplemented by additional covenants, restrictions and easements applicable to any portion of VENEZIA TOWNHOMES. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of VENEZIA TOWNHOMES from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Except as otherwise expressly provided herein, all provisions of the Governing Documents shall apply to all Owners, Builders and to all occupants of Homes, as well as their respective Lessees, guests and invitees. Any Lease Agreement (as defined below) for a Home within VENEZIA TOWNHOMES shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration. If there is any conflict between the Master Declaration, the Declaration, the Articles, the Bylaws and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of Florida law as it exists as of the date of recording this Declaration, the provisions of the Master Declaration, the Declaration, the Articles and the Bylaws, in that order, shall prevail.

3.3 Site Plans and Plats. Site plans, construction plans or the Plat may identify some of the Common Areas within VENEZIA TOWNHOMES. The description of Common Areas on the Plat, construction plans or site plans, is subject to change and the notes on a Plat or site plans are not a guarantee of what improvements will be constructed as Common Areas. Site plans and renderings used by the Declarant or Builders in their marketing efforts may illustrate the types of improvements that may be constructed as Common Areas, but such site plans or other depictions are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans or other renderings used for illustration purposes, as this Declaration governs the rights and obligations of the Declarant and Owners with respect to the Common Areas. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity, to replat all or any part of VENEZIA TOWNHOMES owned by the Declarant or reconfigure any Lot or other land owned by the Declarant, for purposes including, without limitation, extending or relocating any right-of-way shown on the Plat or converting any Lot or portion thereof to use as a right-of-way, provided the Declarant owns the lands affected by or subject to such change.

3.4 Rentals. From time to time, the Declarant and/or Builders may market and/or sell Homes in VENEZIA TOWNHOMES to investors or to buyers who may not occupy their Homes as their primary residence. In addition, the Declarant may own Homes within VENEZIA TOWNHOMES and may lease such Homes to occupants. Consequently, Homes in VENEZIA TOWNHOMES may be leased to or occupied by persons other than the record title owner of such Home. Notwithstanding anything to the contrary, any agreement between an Owner and third party for the lease of a Home within VENEZIA TOWNHOMES shall comply with those requirements set forth in Section 12.22 herein; provided, however, that neither Section 12.22, nor any other restriction in this Declaration shall be construed to impose: (i) a limit on the total number of Homes in VENEZIA TOWNHOMES which can be leased to a third party; (ii) a requirement that the record title owner of a Home reside in the Home as a primary or secondary residence; or (iii) a requirement that the record title owner of a Home occupy the Home for a specified period of time before such record title owner is permitted to rent the Home to a third party.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration or the other Governing Documents shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 25.2 which benefits SJRWMD. No amendment to this Declaration shall materially and adversely affect the rights of a Builder unless such amendment receives the prior written consent of such affected Builder. No amendment to this Declaration shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that the Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein.

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration, the Community Standards, and/or the Rules and Regulations as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of VENEZIA TOWNHOMES; (ii) additions or deletions from VENEZIA TOWNHOMES and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in the Community Standards; (v) changes in maintenance, repair and replacement obligations; and (vi) modifications of the use restrictions for Homes. The Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, the Declarant may create easements over, under and across Lots conveyed to Owners and Builders provided that such easements do not prohibit the use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration, the Community Standards, and/or the Rules and Regulations prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover as provided in Section 4.4 below. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner and Builder shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. After the Turnover, the Community Standards and the Rules and Regulations may be amended with the approval of a majority of the Board.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, Builders, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to Section

4.1 of this Declaration, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, Builders, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of VENEZIA TOWNHOMES by the Declarant. Except for applicable governmental approvals (if any) and except for the consent of the record title owner of such additional lands if such record title owner is not the Declarant, no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners, Builders or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration and the Master Declaration, by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of VENEZIA TOWNHOMES. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by the Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only the Declarant may add additional lands to VENEZIA TOWNHOMES.

5.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of VENEZIA TOWNHOMES (or any additions thereto) may be withdrawn by the Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of the Declarant to withdraw portions of VENEZIA TOWNHOMES shall not apply to any Lot that has been conveyed to an Owner or Builder unless that right is specifically reserved in the instrument of conveyance, or the prior written consent of the Owner or Builder is obtained. The withdrawal of any portion of VENEZIA TOWNHOMES shall not require the consent or joinder of any other party (including, without limitation, the Association, Owners, or any Lenders). The Association shall have no right to withdraw land from VENEZIA TOWNHOMES.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association, and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, VENEZIA TOWNHOMES and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions

of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of VENEZIA TOWNHOMES that had been Common Areas and continue to be so used for the common use and enjoyment of the Owners and Builders.

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Public Records, with said covenants otherwise preserved, revitalized for successive terms and/or otherwise applicable in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time. Alternatively, following Turnover, the members may terminate this Declaration by a vote of not less than eighty percent (80%) of the total Voting Interests of the Association; agreeing to terminate this Declaration has been recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

7.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's or Builder's title to that Home or Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's or Builder's membership in the Association with respect to such Home or Lot. An Owner's or Builder's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon, its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot, whether a Builder or an Owner, shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration with respect to such Lot that accrue prior to the date of such transfer, including, without limitation, payment of any and all Assessments accruing with respect to such Lot prior to the date of transfer.

7.3 Membership and Voting Rights. In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner and Builder shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot. The Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles and Bylaws. The Association shall have the following two (2) classes of voting membership:

7.3.1 Class A Members. Class A members shall be all Owners and Builders. Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

7.3.2 Class B Member. The Declarant shall be the Class B member and shall be entitled to nine (9) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Lot owned. "**Turnover**" shall mean the transfer of operation of the Association by the Declarant to Owners and Builders. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Board. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A members of the date, location,

and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for VENEZIA TOWNHOMES are conveyed to members other than the Declarant and Builders;

7.3.2.2 When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur; or

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2021).

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting Interests in the Association are governed by this Declaration, the Articles and Bylaws.

7.6 Document Recordation Prohibited. Neither the Association nor any Owner, Builder, nor group of Owners or Builders, may record any documents that, in any way, affect or restrict the rights of the Declarant or conflict with the provisions of this Declaration or the other Governing Documents.

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, this Declaration shall control and shall be subordinate only to the Master Declaration.

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of VENEZIA TOWNHOMES for various public purposes or for the provision of telecommunications systems, or to make any portions of VENEZIA TOWNHOMES part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of VENEZIA TOWNHOMES. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. THE DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION AND DESIGN OF ANY AND ALL COMMON AREAS, AT ANY TIME, WITHOUT NOTICE AND AT ITS SOLE DISCRETION.

9. Common Areas and Improvements.

9.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. Certain of the Common Area improvements are intended for recreational activities (collectively, the "**Recreational Facilities**"). The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant, including, without limitation, the Recreational Facilities. The Declarant shall have the right to use and access the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed or dedicated to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right, on behalf of itself and its assigns and designees, to add to, delete from, or modify any of the Common Areas referred to herein at its sole discretion without notice. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements, including the Recreational Facilities.

9.2 Construction of Common Areas and Improvements. The Declarant anticipates it will construct certain improvements as part of the Common Areas as the Declarant determines in its sole discretion. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant, including, without limitation, the Recreational Facilities. Prior to the Community Completion Date, the Declarant reserves the absolute right to construct additional Common

Area improvements within VENEZIA TOWNHOMES, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements, including the Recreational Facilities. The Declarant is the sole judge of the Common Area improvements constructed by the Declarant or its agents, assigns, or designees, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

9.3 Use of Common Areas by Declarant. Until the Community Completion Date, the Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by the Declarant.

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat, created by this Declaration or in the form of easements, or conveyed to the Association by Quitclaim Deed, or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion. The Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold the Declarant harmless on account thereof. The Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Association shall accept any and all transfer of permits from the Declarant, Builders, or any other permittee, of any permit required by a governmental agency in connection with the development of VENEZIA TOWNHOMES, as modified and/or amended. The Association shall cooperate with the Declarant, Builders or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to the Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSES, AND WITHOUT ANY REPRESENTATION OR WARRANTIES REGARDING FUTURE REPAIR OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS EXCEPT AS SET FORTH HEREIN. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner and Builder granting access to their respective Lots.

9.4.2 Common Area Reservations. The Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected on the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of the Declarant, Builders and their successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such Common Areas for construction vehicles and equipment. These easements shall run in favor of the Declarant, Builders and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event the Association believes that the Declarant shall have failed in any respect to meet the Declarant's obligations under this Declaration or has failed to comply with any of the Declarant's obligations under law, or the Common Areas conveyed herein are defective in any respect, the Association shall give written notice to the Declarant detailing the alleged failure or defect. Once the Association has given written notice to the Declarant pursuant to this Section, the Association shall be obligated to permit the Declarant and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant to repair or address, in the Declarant's sole option and expense, any aspect of the Common Areas deemed defective by the Declarant during its inspections of the Common Areas. The Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage the Declarant; and

9.4.2.6 a reservation of right in favor of the Declarant (so long as the Declarant owns any portion of VENEZIA TOWNHOMES) to require that the Association re-convey all or a portion of the Common Areas by Quitclaim Deed in favor of the Declarant in the event that such property is required to be owned by the Declarant for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

9.5 Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board; and (b) the consent of the Declarant, or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of any paved and concrete surfaces forming a part of the Common Areas, if any, including, but not limited to, any parking areas, pathways, bicycle paths, walking trails, and community sidewalks (if any). Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to paved or concrete

surfaces in the event that such Owner's negligent or willful acts (or the negligent or willful acts of such Owner's Lessees, family members, guests or invitees) caused such damage to any paved or concrete surfaces. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner shall subject the Owner to an Individual Assessment for such costs.

9.7 Delegation. Once conveyed or dedicated to the Association, the Common Areas and improvements located thereon, shall at all times be under the complete supervision, operation, control, and management of the Association. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. The Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners and Builders on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, the Declarant, and thereafter, the Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder. From and after the Community Completion Date, and in response to a declared state of emergency, the Association may, to the extent authorized by law, adopt emergency Rules and Regulations, including restrictions on the use of the Common Areas, with notice given only to those Directors with whom it is practicable to communicate, where such restrictions are necessary to protect the health and welfare of the Owners. Notwithstanding anything to the contrary, the Recreational Facilities, if any, are not public accommodations and shall not be open to the general public.

9.8.2 Right to Allow Use. The Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, the Association, and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of the Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Obstruction of Common Areas. No portion of the Common Areas, may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association.

9.8.4 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within VENEZIA TOWNHOMES; and (v) design of any portion of VENEZIA TOWNHOMES. Each Owner expressly indemnifies and agrees to hold harmless the Declarant, Builders, and the Association, and all employees, directors, representatives, officers, agents and partners of the Declarant,

Builders, and the Association, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS AND AREAS IN THE VICINITY OF THE COMMON AREAS, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. THE DECLARANT, THE BUILDERS AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.5 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Declarant, the Builders and the Association, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the Common Areas by Owners or their Lessees, guests, family members, invitees, or agents. Should any Owner (or its Lessees, guests, family members, invitees or agents) bring suit against the Declarant, the Builders, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.9 Retention/Detention Areas. THE COMMON AREAS MAY INCLUDE DETENTION/RETENTION AREAS. NEITHER THE DECLARANT, THE BUILDERS, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN VENEZIA TOWNHOMES; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE BUILDERS, NOR THE ASSOCIATION, BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE BUILDERS, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE BUILDERS, OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT, THE BUILDERS, AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN VENEZIA TOWNHOMES. BY ACCEPTING A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES THE RETENTION/DETENTION AREAS WITHIN VENEZIA TOWNHOMES MAY BE EXPOSED TO, AMONG OTHER THINGS AND EVENTS, FLOODING, POTENTIALLY DANGEROUS WILDLIFE AND INSECTS AND ODOR FROM ALGEA BLOOMS.

9.10 Drainage Improvements. The Master Association shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention slopes, easements, or other improvements (the "**Drainage Improvements**"). The Master Association shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, the Master Association shall be responsible to rectify the drainage pattern to its original intended design.

9.11 Rules and Regulations.

9.11.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations and any amendments thereto need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any.

9.11.2 Declarant and Builders Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant and/or Builders, or to any property owned by the Declarant and/or Builders, and shall not be applied in a manner that would prohibit or restrict the development or operation of VENEZIA TOWNHOMES or adversely affect the interests of the Declarant and/or Builders. Without limiting the foregoing, the Declarant, Builders, and/or their agents, contractors and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within VENEZIA TOWNHOMES, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of VENEZIA TOWNHOMES), general office and construction operations within VENEZIA TOWNHOMES; (iii) place, erect or construct portable, temporary or accessory buildings or structures within VENEZIA TOWNHOMES for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of VENEZIA TOWNHOMES; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of VENEZIA TOWNHOMES, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of VENEZIA TOWNHOMES including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to VENEZIA TOWNHOMES by dredge or dragline, store fill within VENEZIA TOWNHOMES and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, VENEZIA TOWNHOMES and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of the Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising VENEZIA TOWNHOMES. Notwithstanding any other provision of this Declaration to the contrary, the exercise of any rights reserved in favor of Builders pursuant to this Section shall be subject to the Declarant's prior written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

9.12 Public Facilities. VENEZIA TOWNHOMES may include one or more public facilities that may be dedicated to the County or the Town. Also, a lift station dedicated to the Town as part of the waste water treatment system may be located within VENEZIA TOWNHOMES. The roadways within VENEZIA TOWNHOMES shall be public roadways and shall be maintained by the Town. THE ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO VENEZIA TOWNHOMES ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, THE DECLARANT AND THE BUILDERS HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

9.13 Default by Owners. No default by any Owner in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by the Declarant or the Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.14 Association's Obligation to Indemnify. The Association and each Owner covenant and agree, jointly and severally, to indemnify, defend and hold harmless the Declarant, its officers, directors, shareholders, and any related persons, companies, or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life,

or damage to property, sustained on or about the Common Areas, or other property serving the Association and Owners, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners within VENEZIA TOWNHOMES, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall constitute a part of the Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

9.15 Special Taxing Districts. For as long as the Declarant controls the Association, the Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of VENEZIA TOWNHOMES to a special taxing district, a MSBU, or a public agency or authority under such terms as the Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, fences, entrance features, roads, sidewalks, paths, landscaping, irrigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by the Declarant, including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, the Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of the County, Town, and all other applicable governing entities having jurisdiction with respect to the same.

9.16 Water Mains and Damage to Common Areas. In the event the County, the Town or any of their subdivisions, agencies, and/or divisions must remove or damage any portion of a roadway, sidewalk, paved area, landscaping or other improvement located within the Common Areas in connection with the County's or the Town's operation, maintenance or repair of a water line or sanitary sewer line or roadway, then the Association shall be responsible for the repair of such Common Areas, if such repair is not conducted by the County or the Town. The costs associated with any such repair or replacement shall be part of the Operating Expenses and each Owner shall pay an equal share of the expenses, if such expenses are not paid for by the County or the Town.

9.17 Recreational Facilities.

9.17.1 General Restrictions. Each Owner, its Immediate Family Member, guests, invitees, Lessees, and other persons entitled to use the Recreational Facilities, if any, shall comply with following general restrictions:

9.17.1.1 Minors and Safety Rules. Minors are permitted to use the Recreational Facilities; provided, however, parents are responsible for the actions and safety of such minors and any damages caused by such minors. The Association may adopt reasonable regulations and restrictions from time to time governing use of the Recreational Facilities, including requirements that minors and others, where appropriate for safety considerations, be accompanied by a person competent in the use of a particular portion of the Recreational Facilities.

9.17.1.2 Responsibility for Personal Property and Persons. Each Owner and Lessee assumes sole responsibility for the health, safety and welfare of such Owner and/or Lessee, his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each Owner and Lessee shall not allow any damage to the Recreational Facilities or interfere with the rights of other Owners hereunder. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the Recreational Facilities.

9.17.1.3 Activities. Any Owner, Immediate Family Member, Lessee, guest or other person who, in any manner, makes use of the Recreational Facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Recreational Facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Recreational Facilities, caused by any Owner, Lessee, Immediate Family Member or guest. No Owner or Lessee may use the Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of the Association, which consent may be withheld for any reason. All incontinent individuals are required to wear swim diapers while using any community pool (if any) located within the Recreational Facilities, as applicable.

9.17.2 Recreational Facilities Personal Property. Property or furniture used in connection with the Recreational Facilities shall not be removed from the location in which it is placed or from the Recreational Facilities.

9.17.3 Indemnification of Declarant and the Association. By the use of the Recreational Facilities, each Owner, its Lessees, Immediate Family Members, guests, invitees and Lessees agree to indemnify and hold harmless the Declarant and the Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by Owners or Lessees, their Immediate Family Members and their guests and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association's insurance policies.

9.17.4 Attorneys' Fees. Should any Owner, its Immediate Family Members, guests, invitees or Lessees bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner and/or its Immediate Family Members, guests, invitees or Lessees shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.17.5 Basis for Suspension. The rights of an Owner or Lessee to use the Recreational Facilities, if any, may be suspended by the Association if, in the sole judgment of the Association:

9.17.5.1 such person is not an Owner or a Lessee;

9.17.5.2 the Owner, Lessee, an Immediate Family Member, a guest or other person for whom an Owner is responsible violates one or more of the Association's Rules and Regulations;

9.17.5.3 an Owner, Lessee, Immediate Family Members, and/or guest has injured, harmed or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed or stolen any personal property within the Recreational Facilities, whether belonging to an Owner, third party or to the Association; or

9.17.5.4 an Owner is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association.

9.17.6 Types of Suspension. The Association may restrict or suspend, for cause or causes described herein, any Owner's or Lessee's privileges to use any or all of the Recreational Facilities. By way of example, and not as a limitation, the Association may suspend a Lessee's privileges to use any or all of the Recreational Facilities if such Lessee's Owner fails to pay any

fee, fine or other monetary obligation due to the Association in connection with a leased Home. In addition, the Association may suspend the rights of a particular Owner or Lessee (and/or Immediate Family Members) or prohibit an Owner or Lessee (and/or Immediate Family Members) from using a portion of the Recreational Facilities. No Owner whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or any other fees. During the restriction or suspension, Assessments shall continue to accrue and be payable as established by the Board. Under no circumstance will an Owner's use rights be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of an Owner's or Lessee's rights to use the Recreational Facilities which may be imposed when an Owner is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association shall be imposed upon delivery of fourteen (14) days prior written notice to such Owner or Lessee and an opportunity for a hearing before a committee of the Board which is comprised of three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent child, brother, or sister of an officer, director, or employee of the Association. Such suspension may not be imposed without the approval of a majority of the members of such committee. If the Association imposes a suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee.

9.17.7 Use of Recreational Facilities for Parties and Events. The Association shall have the right to impose conditions or restrictions in connection with the use of Recreational Facilities, if any, for events, parties and gatherings hosted by an Owner, its Lessees, Immediate Family Members and guests. The Association shall also have the right to adopt and enforce rules and regulations regarding the number of guests that may be allowed to use any Recreational Facilities within VENEZIA TOWNHOMES at any time. In the event an Owner or Lessee desires to utilize the Recreational Facilities for an event, party or other gathering of five (5) or more guests or invitees (an "**Event**"), such Owner or Lessee must obtain written prior written approval of the Association. The Association may, in its sole and absolute discretion, require such Owner, and its Lessees, Immediate Family Members and guests, to execute certain registration and/or release agreements or other documentation in connection with such Event, including, without limitation, a Facility Use and Hold Harmless Agreement, if applicable, and shall require the Owner or Lessee to remit to the Association a reservation fee of Twenty-Five and No/100 Dollars ($25.00) per hour. Further, in advance of such Event, the Owner or Lessee shall remit to the Association a security deposit in the amount of Two Hundred Fifty and No/100 Dollars ($250.00), or such other amount as determined by the Board from time to time, to cover expenses related to the clean-up, maintenance and/or damage caused to the Recreational Facilities by the Owner or Lessee, their guests and invitees. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner or Lessee upon conclusion of the Event after the Association receives confirmation there is no such clean-up, maintenance or repair required. In the event the Owner or Lessee does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the collection of the deposit referred to herein from an Owner or Lessee shall not reduce or abate any Owner's or Lessee's obligations pursuant to this Declaration, or give any Owner or Lessee the right to avoid any of the covenants, agreements, or obligations to be performed hereunder, including all restrictions with respect to parking and/or use of the Common Areas.

9.17.8 Non-ADA Compliant Pool Disclosure. Any community pool within VENEZIA TOWNHOMES shall be a private residential community pool that is limited to the exclusive use of residents and their guests and is not required to comply with ADA Requirements for Accessible Pools for persons with mobility disabilities. Accordingly, there is no ADA accessible means of entry to the community pool, including no pool lifts, no sloped entries, no transfer systems nor any other ADA compliant accessible means to the pool. By acceptance of a deed to a Lot, each Owner

acknowledges and agrees that the Recreational Facilities, including the community pool (if any), are not required to be compliant with the ADA Standards for Accessible Design.

10. Maintenance by the Association. Except as may be otherwise provided in Supplemental Declaration designating a neighborhood specifying the maintenance requirements applicable to a particular neighborhood, the following provisions shall relate to all Lots and Homes within VENEZIA TOWNHOMES.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

10.2 Landscape Maintenance and Irrigation within Lots. Except as otherwise provided in this Section 10.2, the Owner of each Lot shall be responsible for the repair, replacement and maintenance of the irrigation and all landscaped areas within any portion of such Lot. The Association shall be responsible for maintaining the landscaped areas within each Lot in accordance with the following terms:

10.2.1 General. The Association shall be responsible for maintaining the landscaped areas within each Lot only to the extent provided in this Section. The Association's landscape maintenance responsibilities include trimming, edging, mowing, mulching, fertilization and maintenance of grass, shrubs and trees. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion; provided, however, that the Association shall perform mulching not less than one (1) time per calendar year. The cost associated with all such landscape maintenance shall be part of the Operating Expenses, and each Owner shall pay an equal share of such costs. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, the Association shall have no responsibility for the repair or replacement of sod, grass, shrubs, trees, mulch or any other landscaping within a Lot damaged by an Owner, and the Owner of each Lot shall be responsible for any such repair and replacement of the landscaped areas. In the event landscaped areas are not repaired and replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the Owner. The costs and expenses of such repairs and replacements shall be assessed against the respective Lot as an Individual Assessment.

10.2.2 Additional Landscape Maintenance. Each Owner by acceptance of a deed to their Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope described in this Section if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including, without limitation, naturally occurring deterioration of the landscaped areas or Owner neglect. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an Individual Assessment.

10.2.3 Modification of Landscaping. In the event an Owner modifies the landscaping as initially installed by the Declarant, then such Owner shall be solely responsible for the maintenance and irrigation of such modified landscaping, and there shall be no abatement or reduction in such Owner's Installment Assessments. Notwithstanding anything contained herein to the contrary, no Owner shall modify the landscaping as initially installed by the Declarant without the prior written approval of the ACC.

10.2.4 Irrigation Facilities. The Association is responsible for irrigation to the landscaped areas, including repair and replacement of damaged sprinkler heads, piping or valves that comprise the irrigation systems of the Lots, except in the case of damage due to an Owner's or Lessee's negligence. The cost associated with such maintenance, repair and replacement of the irrigation facilities shall constitute a part of the Operating Expenses for which Assessments shall be levied, except in the case of costs for repair and replacement of damage due to an Owner's or Lessee's negligence, including but not limited to an Owner or Lessee's failure to timely notify the Association of the need for repairs or replacement to the irrigation facilities, which costs shall be assessed against the respective Lot as an Individual Assessment. The Association shall have direct access

to control boxes and/or devices used in connection with any irrigation system that may be installed on any Lot and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's access to any areas the Association is responsible to maintain. In the event that any Owner locks or otherwise impedes the Association's access to any areas the Association is responsible to maintain, the Association may take any and all measures necessary to eliminate same, including removing or disabling any locks, and the Association shall have no liability for such actions.

10.2.5 Master Metered Irrigation Water Usage. The costs associated with irrigation water usage for all Lots and Common Areas shall be deemed part of the Operating Expenses, and each Owner of a Lot shall pay an equal share of such costs. Owners will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of water usage to individual Lots.

EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN VENEZIA TOWNHOMES MAY HAVE YARDS THAT ARE LARGER OR SMALL THAN THE YARDS OF OTHER LOTS WITHIN VENEZIA TOWNHOMES. NOTWITHSTANDING THE FOREGOING, ALL LANDSCPAE MAINTENANCE EXPENSES AND IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE OPERATING EXPENSES, AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

10.3 Roadways. Roadways within VENEZIA TOWNHOMES shall be public roadways owned and maintained by the Town and shall not be maintained by the Association. THE ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO VENEZIA TOWNHOMES ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

10.4 Adjoining Areas. The Master Association shall maintain those drainage areas, swales, retention/detention areas, slopes and banks, and the Association shall maintain those landscape areas that are within the Common Areas and certain Lots only to the extent specifically provided herein. Such areas shall be readily accessible to the Association and/or Master Association. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot. Further, the Master Association shall be responsible for maintaining any Retention/Detention Areas or Wetland Conservation Areas that comprise the SMS maintained by the Master Association.

10.5 Negligent or Willful Acts. The expense of any maintenance, repair or construction of any portion of the Common Areas or any Lot necessitated by the negligent or willful acts of an Owner, its Lessees, Immediate Family Members, guests, invitees, or other persons utilizing any portion of VENEZIA TOWNHOMES through or under an Owner, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Association. Further, an Owner shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's Lot if such maintenance, repair or construction is necessitated by the negligent or willful acts of an Owner or such Owner's Lessees, Immediate Family Members, guests, or invitees.

10.6 Right of Entry. The Declarant and the Association, are granted a perpetual and irrevocable easement over, under and across all of VENEZIA TOWNHOMES for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, the Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, the Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any

portion of VENEZIA TOWNHOMES if the Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.7 Maintenance of Property Owned by Others. The Association shall, if designated by the Declarant (or by the Board after the Turnover Date), maintain vegetation, landscaping, irrigation systems, community identification/features, infrastructure, and/or other areas or elements designated by the Declarant (or by the Board after the Turnover Date) upon areas that are within or outside of VENEZIA TOWNHOMES. Such areas may abut, or be proximate to, VENEZIA TOWNHOMES, and may be owned by, or be dedicated to, others including, but not limited to, the Master Association, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, trails, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, sidewalks, paths, drainage areas, community identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

10.8 Right-of-Way. The Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of any, landscaping, trees, irrigation facilities or community sidewalk located in the right-of-way adjacent to any Common Areas and Lots; however, the Association shall have no obligation to replace any such trees or landscaping. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such sidewalk, irrigation facilities, trees and landscaping in the event such Owner's negligent or willful acts, or the negligent or willful acts of such Owner's Lessees, family members, guests or invitees, caused such damage to any sidewalk, irrigation facilities, trees and landscaping located in the right-of-way. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner (or the negligent or willful acts of such Owner's Lessees, family members, guests or invitees) shall subject the Owner to an Individual Assessment for such costs. The costs associated with any such maintenance of the sidewalk, trees and landscaping located in the right-of-way adjacent to any Common Areas and Lots shall be part of the Operating Expenses and each Owner shall pay an equal share of such costs. The Association shall perform routine cleaning of the sidewalk which is adjacent to any Common Area, and shall perform an annual cleaning of the sidewalk of which is adjacent to any Lot; provided, however, that each Owner shall be responsible for the routine cleaning of the sidewalks or other paved surfaces adjacent to each Lot as set forth in Section 11.12 herein.

10.9 Perimeter Walls/Fences. The Declarant and/or Builders may install Perimeter Walls/Fences within VENEZIA TOWNHOMES. Except as otherwise provided herein, the Association at all times shall have the exclusive right to maintain, repair, replace any Perimeter Walls/Fences within VENEZIA TOWNHOMES, including Perimeter Walls/Fences located on Lots; however, each Owner shall be responsible for the routine maintenance and cleaning of the interior of any Perimeter Walls/Fences, or portion thereof, located on such Owner's Lot. In the event an Owner fails to maintain and clean the interior portion of any Perimeter Walls/Fences located on such Owner's Lot, the Association may, but shall not be obligated to, perform the necessary maintenance or cleaning and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment. The Association may perform maintenance, repairs and/or replacement of the Perimeter Walls/Fences (including, but not limited to, routine cleaning and pressure washing as needed) at the Board's sole discretion and the costs of such maintenance, repairs or replacement shall be Operating Expenses. Failure of the Association to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct any such Perimeter Walls/Fences; provided, however, that the Association shall be responsible for routine repair, maintenance and replacement for the interior portion of any screening fence which abuts those properties accessed from Calabria Way, as provided in Section 11.8.7 herein.

10.10 Retaining Walls. The Declarant may construct retaining walls within VENEZIA TOWNHOMES (the "**Retaining Walls**"). Any such Retaining Walls located within Common Areas shall be maintained by the Association and the costs thereof shall be Operating Expenses of the Association. Structural maintenance and repairs of Retaining Walls located within Lots shall be the responsibility of the

Association; however, the Owner of the Lot that includes the Retaining Wall shall be responsible for day-to-day maintenance and cleaning of such Retaining Wall. Failure of the Association to undertake any maintenance, replacement or repair of the Retaining Wall shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retaining Walls. NO STRUCTURES OR LANDSCAPING, INCLUDING WITHOUT LIMITATION FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN TWO FEET (2') FROM ANY RETAINING WALL.

10.11 Mail Delivery Centers. Individual Lots shall not have mailboxes. Rather, mailboxes shall be grouped together for all or a portion of the Homes as required by the local postmaster (the "**Mail Delivery Centers**"). The Declarant or Builders may install one or more Mail Delivery Centers within VENEZIA TOWNHOMES and may consist of freestanding, pedestal-mounted mailboxes commonly referred to by the United States Postal Service as "Cluster Box Units" or a "Neighborhood Delivery Center" which is a freestanding and/or enclosed installation containing a large number of individually locked mailboxes. No mailboxes are permitted except the Mail Delivery Centers originally installed by the Declarant or the Builders, or Mail Delivery Centers substantially similar to the Mail Delivery Centers originally installed by the Declarant or Builders. Mail Delivery Centers, if any, shall be maintained by the Association in accordance with the United States Postal Service and/or the requirements of any controlling governmental authority. All costs associated with the maintenance, repair and replacement of the Mail Delivery Centers shall be part of the Operating Expenses, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners. To the extent any Mail Delivery Centers or any portion thereof, are located on a Lot, the Declarant hereby grants the Association an easement of ingress and egress across such Lot for the purpose of regulating and maintaining such Mail Delivery Centers and the Declarant hereby grants the Owners an easement for access across such Lot for the purpose of accessing and utilizing such Mail Delivery Centers.

10.12 Trail System. A trail system of multi-use paths may exist within VENEZIA TOWNHOMES (the "**Trail System**"), as determined by Declarant in its sole discretion. The Association shall maintain any such Trail System within VENEZIA TOWNHOMES, which costs shall be Operating Expenses of the Association. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING USE OF ANY TRAILS. ANY PERSON USING SUCH TRAIL SYSTEM, AND EACH OWNER AND HIS OR HER GUESTS AND INVITEES, ARE RESPONSIBLE FOR THEIR OWN SAFETY. THE ASSOCIATION AND DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM THE USE OF SUCH TRAILS. EACH OWNER, BY AN ACCEPTANGE OF A DEED TO A HOME, OR ANY PERSON BY USE OR OCCUPANCY OF A HOME, ASSUMES ALL RISKS RELATED TO OR ARISING OUT OF THE EXISTENCE OF THE TRAIL SYSTEM AND/OR THE USE OF THE TRAIL SYSTEM. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH TRAIL SYSTEM.

10.13 Retention/Detention Area Slopes. The rear yard of some Lots may contain slopes adjacent to the retention/detention areas (the "**Retention/Detention Area Slopes**"). All Retention/Detention Area Slopes will be regulated and maintained by the Master Association, except as otherwise provided in the Retention/Detention Area Slopes Maintenance Standards. The Declarant hereby grants the Master Association an easement of ingress and egress across all Lots adjacent to retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes. The Association and/or Master Association may establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners who own Lots adjacent to such areas ("**Retention/Detention Area Slopes Maintenance Standards**"). Such Retention/Detention Area Slopes Maintenance Standards may include requirements respecting compaction and strengthening of banks. The Master Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards. Each Owner hereby grants the Master Association an easement of ingress and egress across his or her Lot to all retention/detention areas for the purpose of ensuring compliance with the requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph, or any Retention/Detention

Area Slopes Maintenance Standards, shall be deemed a separate and independent violation of this Declaration.

10.14 Additional Obligations of Association. The Association may have (or may elect to undertake on behalf of the Owners) certain responsibilities and obligations, including, without limitation, cost-sharing obligations, or obligations to construct, operate, maintain, insure and/or repair certain improvements within VENEZIA TOWNHOMES or adjacent to the boundaries of VENEZIA TOWNHOMES, as set forth in the Title Documents or other agreements to which the Association is a party or is otherwise subject (collectively, if any, the "**Agreements**"). Each Owner, by acquiring title to a Lot, acknowledges and agrees that VENEZIA TOWNHOMES, or certain portions thereof, is subject to the terms and conditions of the Agreements, as amended and supplemented from time to time. The Declarant reserves the right without the consent of any other party, subject to the terms and conditions set forth in the Agreements, to modify any agreement affecting VENEZIA TOWNHOMES, or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of improvements. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES ANY AND ALL COSTS ASSOCIATED WITH THE ASSOCIATION'S OBLIGATIONS UNDER THE AGREEMENTS, INCLUDING ANY OBLIGATION FOR COST-SHARING OR OBLIGATION TO CONSTRUCT, OPERATE, MAINTAIN, INSURE AND/OR REPAIR IMPROVEMENTS, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

11. Maintenance by Owners. Except as otherwise expressly provided in Section 10 of this Declaration, each record title owner shall maintain his or her Lot and Home, including, without limitation, all lawns, landscaping, irrigation facilities, driveways, walkways and any property, structures, improvements and appurtenances comprising the Lot or Home in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of VENEZIA TOWNHOMES by the record title owner of the applicable Lot. No tree installed by the Declarant or a Builder on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing VENEZIA TOWNHOMES. If any such tree located on an Owner's Lot dies or is otherwise removed in accordance with the foregoing sentence, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ACC. No other objects or landscaping may be installed in place of any such trees unless otherwise approved by the ACC. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner.

11.1 Right of the Association to Enforce. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section. In the event the record title owner of a Lot does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying record title owner as an Individual Assessment. The Association shall have the right to enforce this Section by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

11.2 Modification of Landscaped Areas. Without the prior written consent of the ACC, no sod, topsoil, tree, shrubbery or other landscaping shall be removed from VENEZIA TOWNHOMES and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association, for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

11.3 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

11.4 Exterior Home Maintenance. Each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of his or her Home. Exterior walls may be improved with a finish material composed of stucco or cementitious coating or fiber cement siding/cement lap siding (stucco or cementitious coating or fiber cement siding/cement lap siding is referred to herein as the "**Exterior Finish**"). While Exterior Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Exterior Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the Exterior Finish. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible for inspecting the Exterior Finish of the exterior walls for cracking and engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section, and they should be completed in a timely fashion to prevent any damage to the Home.

11.5 Paved and Concrete Surfaces. Except as provided in Section 10.8 above, each Owner shall be responsible to timely maintain, pressure/soft wash, repair and/or replace the driveways, walkways and sidewalks, including, without limitation, any concrete or brick pavers, and other paved and concrete surfaces comprising part of the Lot. Provided, however, that the Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance, repair and/or replacement of the community sidewalk located in the right-of-way adjacent to any Common Areas and Owner's Lot. In the event the County, the Town or any of their respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot or the right-of-way located adjacent to such Owner's Lot, for the installation, repair, replacement or maintenance of utilities or water mains, then the Owner of the applicable Lot will be responsible, at such Owner's expense, to replace or repair the paved or concrete surfaces located within an Owner's Lot. The Association, at the Association's expense, shall be responsible for the costs to replace or repair the paved or concrete surfaces, including walkways and sidewalks, located within the right-of-way adjacent to such Owner's Lot. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance and/or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Further, each Owner agrees to reimburse the Association for any expense incurred by the Association in connection with any damage to any sidewalk, driveway or walkway caused by such Owner's negligence (or the negligent or willful acts of such Owner's Lessee, guests or invitees). Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.6 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. The Declarant, Builders and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Home. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE

RELEASED THE DECLARANT, THE BUILDERS AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

11.7 Right of Way. The Association shall be responsible for, at the Association's sole cost and expense, for maintenance of the landscaping, trees, irrigation facilities, sidewalk and/or walkways (as applicable) located in the right-of-way immediately adjacent to such Owner's Lot and located between such Owner's Lot and the roadway (the "**Right-of-Way**"); provided, however, that each Owner shall be responsible, at such Owner's sole cost and expense, for maintenance of any driveway located in the Right-of-Way adjacent to such Owner's Lot. The Declarant or a Builder may install sidewalks, brick paver walkways, driveways and other improvements, including, without limitation, landscaping, yard drains and/or drainage pipes (collectively, the "**ROW Improvements**") within the Right-of-Way or any easement adjacent to the Lot. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such sidewalk, irrigation facilities, trees and landscaping in the event such Owner's negligent or willful acts, or the negligent or willful acts of such Owner's Lessees, family members, guests or invitees, caused such damage to any sidewalk, irrigation facilities, trees and landscaping located in the Right-of-Way. No tree installed by the Declarant or a Builder within the Right-of-Way shall be felled, removed, or cut down unless such tree represents an immediate hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing any portion of VENEZIA TOWNHOMES. Each Owner hereby indemnifies and agrees to hold the Declarant, the Association, the Town (if and as applicable), the County or any other governmental entity, harmless from any and all loss arising from claims by an Owner, its Lessees, guests and invitees, or any other persons for any personal injury or property damage in connection with the Right-of-Way or ROW Improvements.

11.8 Lot Line Fences. Each adjoining Owner's obligation with respect to Lot Line Fences shall be determined by this Declaration, except as otherwise required by Florida law.

11.8.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Lot Line Fence facing his Lot. Except as provided in this Section, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

11.8.2 Damage by One Owner. If a Lot Line Fence is damaged or destroyed by the act of one adjoining Owner, or his guests, Lessees, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Lot Line Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. Notwithstanding anything to the contrary in this Section, the Declarant and the Association have the right to enforce the provisions of this Section, however neither the Declarant nor the Association shall have any obligation whatsoever to enforce the provisions of this Section or become involved in any dispute between Owners in connection with this Section. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

11.8.2.1 No Owner shall allow sprinklers to spray or other water sources to deliver water within one foot (1') of any Lot Line Fence, excluding rainfall that falls directly on such area (i.e. an Owner shall not collect rainfall from other portions of the Lot and deliver it within one foot (1') of any Lot Line Fence);

11.8.2.2 No Owner shall allow any tree to grow within six feet (6') of any Lot Line Fence (with such distance measured from the above-ground part of the tree that is nearest to the Lot Line Fence within five feet (5') of the ground level of the tree, including any portion of the root system that is not completely covered by soil);

11.8.2.3 No Owner shall allow attachment of anything, including but not limited to any climbing plant or vine, to any Lot Line Fence; and

11.8.2.4 No Owner shall allow water to be provided by sprinkler, hose, hand delivery or otherwise to any plant located within five feet (5') of any Lot Line Fence; provided, however, Owners are permitted to allow water delivery to any plant located within one foot (1') of any Lot Line Fence if the method of such delivery is either by drip line or by spray facing in a direction away from the Lot Line Fence.

11.8.3 Other Damage. If a Lot Line Fence is damaged or destroyed by any cause other than the act of one of the adjoining Owners, his agents, Lessees, licensees, guests or family members (including ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair the Lot Line Fence to its prior condition, equally sharing the expense; provided, however, that if a Lot Line Fence is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot, or his agents, Lessees, licensees, guests or family members) then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Lot Line Fence and shall immediately repair the Lot Line Fence to its prior condition.

11.8.4 Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter his Lot for the purpose of installations, alteration, or repairs to a Lot Line Fence on the Lot of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

11.8.5 Right of Contribution. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.8.6 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing Lot Line Fence) the Lot Line Fence, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed or conditioned.

11.8.7 Screening Fence Abutting Calabria Way. Notwithstanding any contained in this Section 11.8 to the contrary, the Association shall maintain, at the Association’s sole cost and expense, the interior portion of any screening fence which abuts those properties accessed from Calabria Way. Furthermore, the Association shall be responsible for any and all repairs, maintenance or replacement of the screening fence abutting Calabria Way warranted or caused by the actions of the Declarant, the Association or Owners within VENEZIA TOWNHOMES. The cost and expense associated with the maintenance, repair and/or replacement of the screening fence abutting Calabria Way shall be deemed an Operating Expense.

11.9 Water Mains and Improvements within Lots. In the event the County, the Town or any of their subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on an Owner's Lot in connection with the County's or the Town's operation, maintenance or repair of any water line or sanitary sewer line, if applicable, then the Owner of the Lot upon which such driveway, landscaping, or other improvements are located shall be responsible to replace or repair such driveway, landscaping, or other improvements at such Owner's expense, if such expenses are not paid for by the County or the Town, as applicable. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary repair and/or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that the Association is the prevailing party with respect to any litigation respecting

the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.10 Roof Maintenance. Each Owner of a Home shall maintain, repair, and replace roofs of his or her Home, including shingles and roof decking and shall further be obligated to repair or replace roof trusses or other structural components of the roof. In the event an Owner does not perform such maintenance in compliance with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.11 Paint. The exterior of Homes shall be repainted by the Owner of such Home within forty-five (45) days of notice by the Board or the ACC to the Owner of applicable Lot. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance required by this Section and charge the costs thereof to the non-complying Owner as an Individual Assessment.

11.12 Pressure Washing/Soft Washing. Each Owner shall be responsible, at their sole cost and expense, for pressure washing/soft washing the driveways, sidewalks, walkways, roofs and the exterior portions of Homes, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. Each Owner shall conduct such pressure washing/soft washing on a routine basis, and in no event later than forty-five (45) after notice by the Board or the ACC to the Owner of the applicable Lot. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance required by this Section and charge the costs thereof to the non-complying Owner as an Individual Assessment. CLEANING SOME SURFACES WITH HIGH PRESSURE MAY CAUSE DAMAGE TO THE SURFACE OF CERTAIN STRUCTURES AND A SOFT WASH MAY BE REQUIRED. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

12. Use Restrictions. The following Use Restrictions shall apply to all Lots within VENEZIA TOWNHOMES, except for any Lots owned by the Declarant.

12.1 Alterations and Additions. Except as otherwise provided in Section 19 of this Declaration with respect to Builders, no material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first obtained from the ACC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within VENEZIA TOWNHOMES for commercial purposes. Other than swine, poultry, or pets that become a nuisance, Owners may keep no more than three (3) domestic pets per Home in accordance with the Rules and Regulations established by the Board from time to time, subject to the Americans with Disabilities Act and the Federal Fair Housing Act. Pets permitted by this Section may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the receipt of such notice. The Owner responsible for a pet shall be responsible for removing from the Common Areas any matter created by the pet and disposing of the same in a sanitary manner. Each Owner shall be responsible for all the activities of its pet. Notwithstanding anything to the contrary contained herein, all restrictions set forth in this Section are subject to the Americans with Disabilities Act and the Federal Fair Housing Act.

12.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

12.4 Automobiles and other Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Declarant, Builders, or their subcontractors, suppliers, consultants or agents.

12.4.1 Parking. Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of VENEZIA TOWNHOMES or a Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area unless such paved or concrete areas are designated parking areas by the Association or the Declarant. To the extent VENEZIA TOWNHOMES has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in VENEZIA TOWNHOMES except during the period of a delivery of goods or during the provision of services. THE ROADWAYS WITHIN VENEZIA TOWNHOMES SHALL BE PUBLIC ROADWAYS AND SHALL NOT BE MAINTAINED OR REGULATED BY THE ASSOCIATION. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR HOME ACKNOWLEDGES AND AGREES THE ASSOCIATION HAS NO CONTROL WITH REGARD TO ACCESS, PARKING, AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC AND/OR MEMBERS OF THE ASSOCIATION AND THAT THE COUNTY OR THE TOWN, AS APPLICABLE, MAY HAVE ADDITIONAL ORDINANCES WHICH MAY ALSO GOVERN THE PARKING OF VEHICLES WITHIN THE ROADWAYS AND LOTS WITHIN VENEZIA TOWNHOMES. THE RESPONSIBILITY FOR ENFORCEMENT OF ANY LAWS REGARDING ACCESS, PARKING, AND USAGE OF PUBLIC ROADWAYS RESTS SOLELY WITH THE APPLICABLE GOVERNMENTAL AUTHORITY AND THE ASSOCIATION DISCLAIMS RESPONSIBILITY FOR SUCH ENFORCEMENT.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on VENEZIA TOWNHOMES for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within VENEZIA TOWNHOMES, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicles (ATV), boat (or other watercraft), trailer, including, without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within VENEZIA TOWNHOMES except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, utility vehicles (e.g., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles with missing or expired tags or registrations shall remain within VENEZIA TOWNHOMES, except in the garage of a Home. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within VENEZIA TOWNHOMES. For any Owner who drives an automobile issued by the County, the Town or other governmental entity (e.g. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas (if any). Additionally, no all-terrain vehicle (ATV), golf carts or mini motorcycle may be parked or stored within VENEZIA TOWNHOMES, including on any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction,

improvement, installation, or repair by the Declarant, Builders, or their subcontractors, suppliers, consultants or agents. THE ROADWAYS WITHIN VENEZIA TOWNHOMES ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. AS SUCH, IN NO EVENT SHALL THE ASSOCIATION BE RESPONSIBLE FOR TOWING VEHICLES PARKED ON THE ROADWAYS WITHIN VENEZIA TOWNHOMES.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Areas that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

12.6 Commercial Activity. Except for normal construction activity, sale, rental and re-sale of a Home, sale or re-sale of other property owned by the Declarant and/or Builders, and administrative offices of the Declarant and/or Builders, no commercial or business activity shall be conducted within VENEZIA TOWNHOMES, including, without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within VENEZIA TOWNHOMES. No solicitors of a commercial nature shall be allowed within VENEZIA TOWNHOMES, without the prior written consent of the Association. No day care center or facility, "half-way house," or assisted living facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant.

12.7 Completion and Sale of Homes. Notwithstanding anything contained herein to the contrary, no person or entity shall interfere with the completion and sale of Homes and/or Lots within VENEZIA TOWNHOMES by the Declarant and Builders. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN VENEZIA TOWNHOMES AND THE RESIDENTIAL ATMOSPHERE THEREOF.

12.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted or amended from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

12.9 Cooking. No cooking shall be permitted nor shall any foods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout VENEZIA TOWNHOMES.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, or flagpoles shall be installed or placed within or upon any portion of VENEZIA TOWNHOMES without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights and decorations at its sole discretion, including, without limitation additional time periods and holidays during which Owners may place lighting or decorations on exterior portions of the Home. The ACC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through VENEZIA TOWNHOMES). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2021), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of VENEZIA TOWNHOMES complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by the Declarant, and thereafter by the Board. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Drainage System. Drainage Improvements may be part of the Common Areas and/or Lots. After Drainage Improvements are installed by the Declarant or a Builder, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the Master Association. Drainage Improvements shall be maintained in accordance with Permit requirements. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. No Owner shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, THE DECLARANT AND BUILDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.13 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither the Association, the Declarant nor any Builder shall have any responsibility of any nature relating to any unoccupied Home.

12.14 Fences and Walls. Except for walls or fences erected or installed by the Declarant or a Builder, no walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Community Standards. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs or as otherwise provided

in Section 15.9 hereof. In addition to ACC approval, the Owner must obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded in the Public Records by the Association in its sole and absolute discretion. Notwithstanding anything to the contrary, no walls or fences shall be erected or installed in any Wetland Conservation Area without prior approval by the ACC, prior written approval by the Master Association, or without specific authorization by the SJRWMD and any other governmental agencies whose approval may be required.

12.15 Fuel Storage. No fuel storage shall be permitted within VENEZIA TOWNHOMES, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, lawn maintenance equipment, or similar devices.

12.16 Garages. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

12.17 Garbage Disposal. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from the street. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up. Within thirty (30) days after the issuance of a final or temporary Certificate of Occupancy for a Home, the Builder shall remove all construction debris, refuse or other garbage from the Lot and property surrounding the Lot left by such Builder or its agents or Contractors.

12.18 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC and shall match the color or trim of a Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, Owners may install temporary emergency storm protective window coverings up to seventy-two (72) hours prior to the expected arrival of a storm, which must be removed within seventy-two (72) hours after the end of such storm.

12.19 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within an Owner's Lot. The Declarant may utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not the maintenance obligation of an Owner pursuant to the terms of this Declaration shall be the maintenance obligation of the Association. The Association may use reclaimed or reused water for irrigation purposes. Reclaimed or reused water has received a degree of treatment and basic disinfectant at a wastewater treatment facility but does not qualify as potable water under applicable governmental regulations, so irrigation water should not be consumed by any persons or animals.

12.20 Laundry: Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2021), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the ACC and in accordance with the Community Standards.

12.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of VENEZIA TOWNHOMES as determined by the Board in its sole discretion. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of VENEZIA TOWNHOMES shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "**Lease Agreements**") are subject to the provisions of this Section. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided by the Owner to the Association. No Lease Agreement may be for a term of less than six (6) months. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. All Lease Agreements shall require the Home to be used solely as a private single-family residence. Each leased Home shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.23 Mailboxes and Lampposts. No mailboxes or lampposts shall be installed by an Owner within VENEZIA TOWNHOMES.

12.24 Minor's and Guest's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children and guests, at all times, in and about VENEZIA TOWNHOMES. The Declarant and the Association shall not be responsible for use of the Common Areas by anyone, including minors or guests.

12.25 Nuisances. No nuisance, or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of, as determined by the Board in its sole discretion, VENEZIA TOWNHOMES is permitted. No firearms shall be discharged within VENEZIA TOWNHOMES. Nothing shall be done or kept by an Owner within the Common Areas or any other portion of VENEZIA TOWNHOMES, including a Home or Lot which will increase the rate of insurance to be paid by the Association. This Section shall not apply to sales, marketing, construction and development activities by Declarant and Builders.

12.26 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

12.27 Paint. The exterior of Homes shall be repainted by the record title owner within forty-five (45) days of notice by the ACC or the Board to the Owner of the applicable Lot.

12.28 Personal Property: Patio and Lawn Furniture. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of VENEZIA TOWNHOMES, which is unsightly or which interferes with the comfort and convenience of others. No patio furniture or swings shall be installed or placed within or upon any portion of the front of a Home or Lot so as to be visible outside the Home or Lot, without the prior written approval of the ACC. The ACC may establish standards for patio furniture and patio swings at its sole discretion. Swings and patio furniture will not be approved by the ACC for placement in front of the Home unless a front porch is part of the architectural design of the Home. Except as otherwise approved by the ACC in accordance with the foregoing, all other outdoor furniture and lawn furniture must be used and stored only in the rear of the Home and shall not be visible from the street in front of the Home. The Board may require the removal of

any patio furniture or lawn furniture that is unsightly or creates a nuisance in the Boards' sole discretion. In the event a Home will be unoccupied for a period of seven (7) or more days, prior to departure by the Owner, such Owner must remove all patio furniture and lawn furniture from outside the Home and Lot. In addition, all patio furniture, lawn furniture and lawn ornaments shall be removed from outside and stored within the Home upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning.

12.29 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of VENEZIA TOWNHOMES, change the level of the land within VENEZIA TOWNHOMES, or plant landscaping which results in any permanent change in the flow and drainage of surface water within VENEZIA TOWNHOMES. Subject to Section 10.2.3 above, Owners may place additional plants, shrubs, or trees within any portion of their respective Lots with the prior written approval of the ACC.

12.30 Roofs and Driveways and Pressure Washing/Soft Washing. Roofs, exterior surfaces and/or pavement, including, but not limited to, walks and driveways, shall be pressure washed/soft washed within thirty (30) days of notice by the ACC to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. All roofs must be in compliance with the Community Standards. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

12.31 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ACC as required by this Declaration. The ACC may require, among other things, that satellite dishes are placed in locations as visibly unobtrusive as possible, and that satellite dishes be placed so as to avoid clusters of dishes or visibility from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of VENEZIA TOWNHOMES. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Standards adopted by the Board and shall be governed by the then current rules of the FCC.

12.32 Screened Enclosures/Decks/Patios/Lanais. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in accordance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC, and shall comply with the Community Standards. All decks, patios, and lanais shall have the prior written approval of the ACC and shall be in compliance with the Community Standards.

12.33 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of VENEZIA TOWNHOMES, including, without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). From and after the Community Completion Date, Owners who are actively marketing the sale or renting of their Home are permitted to display one (1) "For Sale" or "For Rent" sign that is not larger than eighteen inches (18") by twenty-four inches (24") advertising that the property is for sale or rent, which sign must be placed within the window of the Home, as authorized by the Board. Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force,

Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances of the County and/or Town (as applicable) and all setback and location criteria contained in this Declaration and in the Community Standards. The Declarant, the Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within VENEZIA TOWNHOMES such signs and flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes; provided, however, notwithstanding anything to the contrary herein, the exercise by a Builder of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content and design of such Builder's signs and flags within VENEZIA TOWNHOMES, which approval shall not be unreasonably withheld, conditioned or delayed. Within thirty (30) days of the final sale of the last Home owned by a Builder within VENEZIA TOWNHOMES, the Builder shall remove from VENEZIA TOWNHOMES all marketing materials including, but not limited to, flags banners, placards and signage. The Declarant reserves the right to institute a signage plan for VENEZIA TOWNHOMES, which such signage plan must be complied with by all Builders. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.34 Social Media. The Association may create an official social media page, forum or website for VENEZIA TOWNHOMES. If created by the Association, such social media pages shall be for Owners only, not for public participation by non-Owners, and such page(s) may be used as a communication instrument by and for the Association. The Association shall have the right to impose conditions or standards in connection with the use of any social media page(s) for VENEZIA TOWNHOMES and by acceptance of a deed to a Lot and by participating on such social media page(s), each Owner acknowledges and agrees that it has voluntarily subjected itself to such conditions and standards and shall comply with such conditions and standards. By acceptance of a deed to a Lot, each Owner who actively participates on such social media page(s) for VENEZIA TOWNHOMES agrees to the following conditions and standards: (i) Owners shall not engage in any immoral, improper, offensive, unlawful or obnoxious use or posts; (ii) all posts and comments by Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Association, the Master Association, the Declarant or any other Owner(s); and (iii) Owners shall not use such social media page(s) to report or discuss any violations of the Governing Documents, any property or Home issues, or any other issues or problems with VENEZIA TOWNHOMES, the Declarant, the ACC or the Association, and such Owner shall report all such issues directly to the Association and/or Declarant (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither the Declarant nor any Manager is responsible for monitoring any social media page(s) for VENEZIA TOWNHOMES. IF AN OWNER WITNESSES A FIRE, ACCIDENT, THEFT OR OTHER SERIOUS EVENT, SUCH OWNER SHALL CALL 911 AND NOTIFY THE ASSOCIATION BEFORE POSTING ON ANY SOCIAL MEDIA PAGE.

12.35 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of VENEZIA TOWNHOMES without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

12.36 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted, and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior written approval of the ACC, which approval shall conform to the requirements of this Declaration and the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from all roadways in a manner approved by the ACC. This Section shall not apply to temporary structures and storage facilities

utilized by Builders in connection with the construction, marketing or sale of Homes within VENEZIA TOWNHOMES. Builders shall have the right to place, erect or construct portable, temporary or accessory buildings or structures within VENEZIA TOWNHOMES for sales, construction storage or other purposes, subject to the prior written approval by the Declarant as to the location, design and quality of all portable, temporary or accessory buildings or structures within VENEZIA TOWNHOMES for sales, construction storage or other purposes, which approval shall not be unreasonably withheld, conditioned or delayed.

12.37 Subdivision and Regulation of Land. No portion of any Lot shall be divided or subdivided, or its boundaries changed, without the prior written approval of the Declarant prior to the Community Completion Date, and thereafter, by the Association. No Owner or Builder shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to VENEZIA TOWNHOMES, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.

12.38 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of VENEZIA TOWNHOMES or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

12.39 Surveillance Equipment and Security Systems. Except for video monitoring doorbells, no Owner shall install any security and/or surveillance systems or related equipment on the exterior portion of a Home or Lot without first obtaining prior written approval of the ACC. Except for video monitoring doorbells, all exterior components of any security system or surveillance equipment require prior written approval from the ACC. Notwithstanding the foregoing, Owners may install compact video-equipped doorbells on the exterior of the Home in accordance with the Community Standards. No security and/or surveillance systems shall be installed in a manner that is unsightly or which interferes with the comfort and convenience of other Owners. All conduits and wiring on the exterior portion of a Home shall be encased and painted to match the adjacent exterior surface of the Home. Security cameras and other surveillance equipment shall not be directed onto a neighboring Home or installed directly across from the window of an adjacent Home. Security alarms audible outside of the Home must be connected to a monitoring service that is able to remotely turn off the alarm, or the security alarm must automatically turn off after no more than fifteen (15) minutes of noise production audible outside of the Home.

12.40 Swimming, Fishing, and Boating. Swimming and/or fishing is prohibited within any of the retention/detention areas or water bodies within the boundaries of VENEZIA TOWNHOMES. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any water body.

12.41 Swimming Pools and Spas. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC and shall be no higher than twelve feet (12') unless otherwise approved by the ACC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment) by the respective Owner. Unless installed by the Declarant or a Builder, no diving boards, slides, or platforms shall be permitted without ACC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any retention/detention areas within VENEZIA TOWNHOMES or adjoining properties. No above-ground pools shall be permitted on any Lot.

12.42 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner, its Immediate Family Members, Lessees, guests or invitees on, over or from any Lot or Common Area within VENEZIA TOWNHOMES, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or as otherwise

permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable conditions and standards concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots or the Common Areas. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and Local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot or the Common Areas. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including, without limitation, to another Owner, its Immediate Family Members, Lessees, guests or invitees.

12.43 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, Immediate Family Members, guests, Lessees and invitees.

12.44 Visibility on Corners. Notwithstanding anything to the contrary in this Declaration, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

12.45 Wells and Septic Tanks. No individual wells or septic tanks will be permitted on any Lot.

12.46 Wetlands and Mitigation Areas. If the Common Areas include one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same without ACC approval and approval from any governmental agencies having jurisdiction. Such areas are to be maintained by the Master Association in their natural state.

12.47 Window Treatments. Within thirty (30) days of the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term 'Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.

12.48 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13. Easement for Unintentional and Non-Negligent Encroachments. If any building or improvement upon a Lot shall encroach upon another Lot or upon the Common Areas by reason of original construction by the Declarant or any Builder, then an easement for such encroachment shall exist so long as the encroachment exists, with no further action required by the Declarant, any Builder or any Owner to establish such easement. Lots may contain improvements such as balconies, HVAC systems or other improvements that may pass over or underneath an adjacent Lot or over or underneath the Common Areas. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14. Requirement to Maintain Insurance.

14.1 Association Insurance.

14.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall maintain insurance coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.2 Liability Insurance. The Association shall procure for the Common Areas only commercial general liability insurance coverage providing coverage and limits deemed appropriate by the Board. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to the Declarant (until the Community Completion Date) and the Association.

14.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.1.4 Other Insurance. The Association shall maintain such other insurance coverage as appropriate from time to time. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

14.1.5 Declarant. Prior to the Turnover, the Declarant shall have the right, at the Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

14.2 Homes.

14.2.1 Requirement to Maintain Insurance. Each Owner of a Lot shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. On an annual basis, and more frequently as requested by the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on its Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.2 Requirement to Reconstruct or Demolish. Each Owner of a Home located on a Lot covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Home, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. Notwithstanding anything contained herein to the contrary, in the event an Owner elects to perform the Required Demolition, the Association shall have the right to require such Owner to thereafter commence to rebuild the Home, and such reconstruction/rebuilding of the Home must be completed within one (1) year from the date from the date such Required Demolition is completed, or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association,

the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of VENEZIA TOWNHOMES.

14.2.4 Additional Rights of the Association. If an Owner of a Lot refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then the Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the affected Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association.

14.2.5 Association Has No Liability. Notwithstanding anything to the contrary in this Section, the Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, the Association, its directors and officers, shall not be liable to any person if the Association does not enforce the rights given to the Association in this Section.

14.3 Compliance Monitoring. Notwithstanding any provision to the contrary contained herein or in any other Governing Document, neither the Association nor the Declarant shall be responsible for ensuring or confirming compliance with the insurance provisions contained herein, it being acknowledged by all Owners that such monitoring would be unnecessarily expensive and difficult. Moreover, neither the Association nor the Declarant shall be liable in any manner whatsoever for failure of an Owner to comply with this Section.

14.4 Fidelity Bonds. If available, the Association shall procure a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon the Board's reasonable business judgment.

14.5 Association as Agent. The Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.6 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, the Association shall be responsible for reconstruction after casualty.

14.7 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the

improvement was last constructed, subject to modification to conform to the then current governmental regulation(s).

14.8 Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Operating Expenses.

14.9 Declarant and Builders have No Liability. Notwithstanding anything to the contrary in this Section, the Declarant, Builders, their officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage required by this Section or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

14.10 Additional Insured. Prior to the Community Completion Date, the Declarant shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Builder, every Owner, its Immediate Family Members, Lessees, guests and invitees, and every owner of an interest in VENEZIA TOWNHOMES shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended or supplemented from time to time;

15.1.2 Rules and Regulations governing use and enjoyment of the Common Areas;

15.1.3 The right of the Association to suspend rights hereunder, including, without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2021);

15.1.4 The right of the Association to suspend an Owner's or Lessee's right or guest's right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas if such Owner is more than ninety (90) days delinquent in paying any monetary obligation to the Association, for so long as the monetary obligation remains unpaid;

15.1.5 The right of the Declarant and/or the Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer by the Association shall be effective prior to the Community Completion Date without prior written consent of the Declarant;

15.1.6 The right of the Declarant and/or the Association to modify the Common Areas as set forth in this Declaration;

15.1.7 The perpetual right of the Declarant or Builders, as applicable, to access and enter the Common Areas constructed by the Declarant or such Builder, as applicable, at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. The Association and each Owner shall give the Declarant and applicable Builders unfettered access, ingress and egress to such Common Areas so that the Declarant and such Builders, as applicable, and/or their agents can perform all tests and inspections deemed necessary by the Declarant and applicable Builders. The Declarant and applicable Builders shall have the right to make all repairs and replacements deemed necessary by the Declarant and such Builders, as applicable. At no time shall the Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by the Declarant and applicable Builders relative to any portion of the Common Areas constructed by same;

15.1.8 The rights of the Declarant, Builders and/or the Association reserved in this Declaration, including the right to utilize the same and to grant use rights to others; and

15.1.9 An Owner relinquishes his or her right to use of the Common Areas during the time that a Home is leased to a Lessee.

15.2 Ingress and Egress. An ingress and egress easement is hereby created and reserved by the Declarant for the Builders, Owners, their Lessees, guests and invitees, for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas, as may be paved and intended for such purposes.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and for Builders (subject to the terms and conditions of this Declaration with respect to Builders), and their nominees, over, upon, across, and under VENEZIA TOWNHOMES as may be required in connection with the development of VENEZIA TOWNHOMES, and other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, any portion of VENEZIA TOWNHOMES, and other lands designated by the Declarant. Without limiting the foregoing, the Declarant specifically reserves for itself and for Builders, and their subcontractors, suppliers and consultants, the right to use all paved roads and rights of way within VENEZIA TOWNHOMES for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. The Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas, shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses. Without limiting the foregoing, at no time shall the Declarant and/or Builders be obligated to pay any amount to the Association on account of the Declarant's and/or Builders use of the Common Areas. The Declarant and Builders intend to use the Common Areas for sales of Lots and Homes. Further, the Declarant may market other residences and commercial properties located outside of VENEZIA TOWNHOMES from the Declarant's sales facilities located within VENEZIA TOWNHOMES. The Declarant and Builders have the right to use all portions of the Common Areas in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes, subject to the prior written approval of the Declarant. At no time shall the Declarant and/or Builders incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. The easements created by this Section 15.3, and the rights reserved herein in favor of the Declarant shall be construed as broadly as possible and supplement the rights of the Declarant set forth in this Declaration. Notwithstanding any other provision of this Declaration to the contrary, the exercise of such easement rights reserved in favor of Builders pursuant to this Section 15.3 shall be subject to the Declarant's prior written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within VENEZIA TOWNHOMES.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to the Owner's Lessees, subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated from time to time. Any such delegation shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Encroachments. In the event that any improvement upon Common Areas as originally constructed shall encroach upon any other property or improvements thereon, for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to the Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through VENEZIA TOWNHOMES (including Lots, Parcels and/or Homes) for telecommunication systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across VENEZIA TOWNHOMES (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association and the Master Association, and their designees, SJRWMD, the County, the Town (as applicable) and/or any governmental agency having jurisdiction over VENEZIA TOWNHOMES over, across and upon VENEZIA TOWNHOMES for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by the Declarant or Builders, (ii) landscaping of the SMS, (iii) as required by the County, the Town or the Permit, and/or (iv) improvements approved by the ACC. A non-exclusive easement for ingress and egress and access exists over, across and upon VENEZIA TOWNHOMES for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of VENEZIA TOWNHOMES and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through VENEZIA TOWNHOMES and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10 Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of VENEZIA TOWNHOMES, including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration; and (iii) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment.

15.11 Utility Easements. Except as provided herein, no Owner may install any improvements within the utility easement(s) depicted on any Plat, Title Documents or other Agreements of VENEZIA TOWNHOMES (collectively, the "**Utility Easements**"). Further, and except as provided herein, no Owner may make any changes to the improvements installed by the Declarant within the Utility Easement(s). No fences shall be erected or installed within the Utility Easements without the prior written consent of the ACC, except for fences installed by the Declarant. All fences must be in compliance with the Community Standards. In the event a fence is installed within any Utility Easement, with prior written ACC approval, the Owner is solely responsible for fence repair and/or replacement if the utility easement area needs to be accessed for installation, service, and/or repairs. Prior to digging, each Owner is responsible for calling 811, so all utility companies may locate and mark their underground facilities within the area, as required by Section 556, Florida Statutes (2021).

15.12 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

16. [Intentionally Deleted].

17. Assessments.

17.1 General. Each Owner and Builder (to the extent required herein), by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "**Assessments**"). As Vacant Lots and Spec Lots (as defined herein) may not receive certain services, all Lots will not be assessed uniformly.

17.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and VENEZIA TOWNHOMES. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

17.2.1 Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Expenses, including those assessments due to the Master Association pursuant to Article V of the Master Declaration, and collection of amounts necessary to pay any deficits from prior years' operation ("**Installment Assessments**");

17.2.2 Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses ("**Special Assessments**");

17.2.3 Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("**Use Fees**");

17.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "**Reserves**"), including, without limitation, Reserves for maintenance, repair and replacement of Recreational Facilities. Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established; and

17.2.5 Any specific assessment for costs incurred by the Association, or charges, fees or fines levied against a specific Lot or Lots, or the record title owner(s) thereof, which amounts are by their nature applicable only to one or more Lots, but less than all Lots ("**Individual Assessments**"). By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

17.3 Designation. The designation of Assessment type and amount shall be made by the Association. Prior to the Turnover, any such designation must be approved by the Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in VENEZIA TOWNHOMES conveyed to Owners or any greater number determined by the Declarant from time to time. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by the Declarant or Builder (a "**Spec Lot**") shall not be assessed until such time as the Lot is conveyed by the Declarant or a Builder to an Owner. Vacant Lots and Spec Lots are not subject to Assessments due to their state of completion and the level of services provided by the Association for such Lots. At such time as a Vacant Lot owned by an Owner is improved with a Home or a Spec Lot is conveyed by the Declarant or a Builder to an Owner, then the Vacant Lot and/or Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one hundred percent (100%) of Assessments. Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event, however, shall the Declarant or Builders pay Special Assessments.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period are known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment hereunder may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

17.4.3 Each Owner and Builder agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners or Builders or the Declarant of any sums due.

17.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Owner, except as provided herein. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of the Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall not be assessed until such Lots are conveyed to an Owner by the Declarant or a Builder. Notwithstanding any other provision to the contrary, Vacant Lots and Spec Lots shall not be responsible for Reserves.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the record title owner of a Lot benefiting from, or subject to, the special service or cost as specified by the Association. By way of example, and not of limitation, Use Fees and Individual Assessments may be assessed against Owners of any Lot or Lots which are exclusively benefitted by any Recreational Facilities, insurance policies, common landscape, lawn or irrigation maintenance services or roof and/or exterior feature maintenance, repair and replacement. The Declarant shall not be required to pay Use Fees or Individual Assessments.

17.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner. Additionally, Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot to such Builder. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability or Builder's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

17.8 Shortfalls and Surpluses. Each Owner and Builder acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners and Builders in the prior fiscal year, it is possible the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, the Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and Builders and other income of the Association, including, without limitation, the Initial Contributions and Resale Contributions, late fees and interest (the "**Deficit**"), or (ii) pay Installment Assessments on Homes or Lots owned by the Declarant at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, owned by Class A members. Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall never be required to (i) pay Assessments if the Declarant has elected to fund the Deficit instead of paying Assessments on Homes or Lots owned by the Declarant, (ii) pay Special Assessments, Individual Assessments or Reserves, or (iii) fund deficits due to delinquent Owners and Builders. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Board's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners or Builders. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for funding the Deficit and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, owned by Class A members. The Declarant and Builders shall not be responsible for any Reserves, Individual Assessments or Special Assessments, even after the Turnover. The Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant or at the amount established for Vacant Lots or Spec Lots, as applicable, prorated as of and commencing with, the month following the date of transfer of title. THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS AND BUILDERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS AND BUILDERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2021). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2021), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. The initial budget prepared by the Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED. In preparing its budget and setting the Assessments, the Board shall include those amounts due and payable to the Master Association on behalf of VENEZIA TOWNHOMES, as set forth in Article V of the Master Declaration.

17.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

17.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2021). The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments shall be collected in advance on a quarterly basis;

17.10.2 Special Assessments and Individual Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of the Declarant; and

17.10.3 The Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

17.11 Initial Contribution. The first purchaser of each Home from the Declarant or a Builder, at the time of closing of the conveyance from the Declarant or a Builder to the purchaser, shall pay to the Association an initial contribution in the amount of Seven Hundred Fifty and No/100 Dollars ($750.00) (the "**Initial Contribution**"). The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to VENEZIA TOWNHOMES, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from the Declarant shall not be obligated to pay the Initial Contribution to the Association but shall be obligated to collect the Initial Contribution and remit the same to the Association upon conveyance of a Home to an Owner.

17.12 Resale Contribution. After the Home has been conveyed by the Declarant or a Builder, there shall be collected from each subsequent purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount of Three Hundred Seventy-Five and No/100 Dollars ($375.00) (the "**Resale Contribution**") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant or any Builder. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to VENEZIA TOWNHOMES, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. For clarity, the Resale Contribution, as set forth in this Section 17.12, shall be in addition to any contribution to the working capital fund which may be required pursuant to the terms of the Master Declaration. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from the Declarant shall not be obligated to pay the Resale Contribution to the Association.

17.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot or Home unless all sums due to the Association have been paid in full and an estoppel certificate shall have been received from the Association by such Owner. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) business days of receipt of a written request therefor from an Owner, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association, or its Manager (as defined below), as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate, subject to any limitations set forth in Section 720.30851, Florida Statutes, as amended from time to time.

17.14 Payment of Home Real Estate Taxes. Each Owner and Builder shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

17.15 Creation of the Lien and Personal Obligation. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner or Builder against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also secure payment of any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as such record title owner's heirs, devisees, personal representatives, successors or assigns.

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) the liens of all taxes, bonds, assessments and other governmental levies which by law would be superior, and (ii) the lien or charge of a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2021). Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners and Builders (including such acquirer of title) as a part of the Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

17.17 Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

17.18 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and No/100 Dollars ($25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner or Builder may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in

accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, neither the Declarant nor the Association shall be responsible for any Assessments of any nature or any portion of the Operating Expenses, except as the record title owner of a Home, if applicable. Further, and notwithstanding anything to the contrary herein, the Declarant and the Association shall not be responsible for Special Assessments or Reserves. The Declarant, at the Declarant's sole option, may pay Assessments on Lots owned by it, or fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of VENEZIA TOWNHOMES subject to this Declaration from the Assessments, provided that such part of VENEZIA TOWNHOMES exempted is used (and as long as it is used) for any of the following purposes:

17.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

17.19.2 Any of VENEZIA TOWNHOMES exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

17.20 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, the Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to the Declarant for such purposes. If the Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

17.21 Rights to Pay Assessments and Receive Reimbursement. The Association, the Declarant and any Lender shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

17.22 Mortgagee Right. Each Lender may request in writing the Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after the Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of the Association to Lender.

17.23 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including, without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the receipt of written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

17.24 Municipal Service Benefit Units. The Declarant may establish, or has established, a Municipal Service Benefit Unit ("**MSBU**") for the County's activities relating to the installation, maintenance, operation, repair, and cost of street lighting within VENEZIA TOWNHOMES. The County shall have the power and authority to assess all Lots for each Owner's proportionate share of the cost of street lighting within VENEZIA TOWNHOMES. MSBU charges levied by the County will be shown on the Owners' tax bills as a County special assessment under non-ad valorem assessments and shall be in addition to and

independent of any and all Assessments levied by the Association. Upon acceptance of a deed or other instrument conveying title to any Lot, each Owner acknowledges that each Lot is subject to the MSBU service provided by the County and shall pay for this service as indicated on the property tax bill.

18. Information to Lenders, Builders and Owners.

18.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners, Builders and Lenders current copies of the Governing Documents.

18.2 Copying. Any Owner, Builder and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

18.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

18.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent the Association is notified of the same;

18.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

18.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

18.3.4 Any proposed action that specifically requires the consent of a Lender.

18.4 Failure of Lender to Respond. Any Lender who receives a written request to respond to proposed amendment(s) to the Governing Documents shall be deemed to have approved such amendment(s) if the Lender does not submit a response to any such request within sixty (60) days after it receives proper notice of the proposed amendment(s); provided such request is delivered to the Lender by certified or registered mail, return receipt requested.

19. Architectural Control.

19.1 Architectural Control Committee. The ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to VENEZIA TOWNHOMES. The ACC shall consist of a minimum of three (3) members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. Until the Community Completion Date, the Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. The Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by the Declarant, the Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If the Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as the Declarant with respect to the ACC.

19.2 Membership. There is no requirement that any member of the ACC be a member of the Association.

19.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of VENEZIA TOWNHOMES. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within VENEZIA TOWNHOMES by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for design, construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of the Declarant, which may be granted or denied in its sole discretion.

19.4 Master Plan. The Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, the Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, THE DECLARANT AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING VENEZIA TOWNHOMES. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW VENEZIA TOWNHOMES WILL APPEAR UPON COMPLETION AND THE DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS THE DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

19.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards that now or may hereafter be adopted by the Declarant or the Board. Prior to the Community Completion Date, the Declarant, and thereafter the Board, shall have the right to adopt Community Standards. The Community Standards (i) shall be effective from the date of adoption; (ii) shall be specifically enforceable by injunction or otherwise; and (iii) shall have the effect of covenants as if set forth herein verbatim. To the extent the Community Standards are more restrictive as to any matter set forth in this Declaration, then the provisions of the Community Standards shall control. The Community Standards shall not require any Owner or Builder to alter the improvements approved by the ACC and previously constructed. Until the Community Completion Date, the Declarant shall have the right to approve the Community Standards, which approval, may be granted or denied in its sole discretion.

19.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

19.7 Power and Duties of the ACC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by the Declarant and Builders (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

19.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

19.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

19.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

19.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the

right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

19.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

19.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide the applicant such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the applicant's receipt of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

19.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

19.10 Variances. The Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

19.11 Permits. Each Owner and Builder is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

19.12 Construction Activities. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

19.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in VENEZIA TOWNHOMES shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in VENEZIA TOWNHOMES shall be kept clear of construction vehicles, construction materials and debris at all times. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be

deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of its respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

19.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. Contractors, Builders and their employees shall utilize those roadways and entrances into VENEZIA TOWNHOMES as are designated by the ACC for construction activities. The ACC shall have the right to require that Contractors' and Builders' employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

19.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in VENEZIA TOWNHOMES.

19.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within VENEZIA TOWNHOMES. Each Owner shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within VENEZIA TOWNHOMES and each Owner shall include the same therein.

19.13 Inspection. There is specifically reserved to the Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of VENEZIA TOWNHOMES at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

19.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner, shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

19.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

19.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other guidelines or standards promulgated by the ACC, the Association

and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

19.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by other than the Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 19.

19.18 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Standards, any improvements of any nature made or to be made by the Declarant, any Builder, or their agents, assigns or its Contractors, agents, and assigns, including, without limitation, improvements made or to be made to the Common Areas or any Lot or Home, shall not be subject to the review and approval by the ACC or the Association; provided, however, all improvements of any nature whatsoever made or to be made by a Builder, or its agents, assigns or Contractors, shall be subject to the Community Standards and subject to review and approval by the Declarant pursuant to a separate agreement.

19.19 Exculpation. The Declarant, the Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or Builder or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the Declarant, the Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of the Declarant, the Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section 19. The Association does hereby indemnify, defend and hold the Declarant and the ACC, and each of their members, officers, directors, shareholders and any related persons or corporations and their employees, harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ACC or their members, officers and directors. The Declarant, the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

20. Enforcement.

20.1 Right to Cure. Should any Owner do any of the following:

20.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SJRWMD;

20.1.2 Cause any damage to any improvement or Common Areas;

20.1.3 Impede the Declarant, any Builder or the Association from exercising its rights or performing its responsibilities hereunder;

20.1.4 Undertake unauthorized improvements or modifications to any Lot or the Common Areas; or

20.1.5 Impede the Declarant or any Builder from proceeding with the construction of Homes or completing the development of VENEZIA TOWNHOMES; then the Declarant and/or the Association, or any affected Builder, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to,

entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

20.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Declarant or the Association shall notify the Owner of the violation, by delivering written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after delivery of such written notice, the party entitled to enforce same may, at its option:

20.2.1 Commence an action to enforce the performance on the part of the Owner, or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

20.2.2 Commence an action to recover damages; and/or

20.2.3 Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy shall be assessed against the Owner as an Individual Assessment, and shall be immediately due and payable without further notice.

20.3 No Waiver. The election not to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

20.4 Rights Cumulative. All rights, remedies, and privileges granted to the Declarant, the Association, the Builders, and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration and the Community Standards may be enforced by the Declarant and/or, where applicable, Owners, Builders, and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. Further, neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners in connection with this Declaration. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SJRWMD, shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SMS.

20.6 Fines and Suspensions. The Board may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2021), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SJRWMD.

20.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

20.6.2 A fine or suspension may not be imposed without delivery of a notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing delivered to the Owner, Lessee, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Board.

20.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, Lessee, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, Lessee, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

20.6.4 The Violations Committee may approve a fine imposed by the Board against the Owner in the amount of One Hundred and No/100 Dollars ($100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, Lessee, guest or invitee. Fines shall be paid not later than five (5) days after receipt of notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board. Any fine in excess of One Thousand and No/100 Dollars ($1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

21. Additional Rights of Declarant and Builders.

21.1 Sales and Administrative Offices. The Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of VENEZIA TOWNHOMES and sales and re-sales of Lots, Homes and/or other properties owned by the Declarant or others outside of VENEZIA TOWNHOMES. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of VENEZIA TOWNHOMES, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Lots or Homes. Builders shall have the right to maintain models, sales offices and parking associated therewith, on such portions of VENEZIA TOWNHOMES designated by the Declarant, without the payment of rent or any other fee for the purposes of development, marketing and sales of Lots or Homes within VENEZIA TOWNHOMES. The sales offices, models, signs and all items pertaining to development and sales remain the property of the Declarant and/or Builders, as applicable. The Declarant and Builders shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date. Notwithstanding any other provision of this Declaration to the contrary, the exercise by a Builder of the rights granted to Builders pursuant to this Section 21.1 shall be subject to the prior written approval by the Declarant as to the location, design and quality of all model homes, sales offices, trailers, and temporary structures used by such Builder within VENEZIA TOWNHOMES, which approval shall not be unreasonably withheld, conditioned or delayed. Builders are not permitted to market communities other than VENEZIA TOWNHOMES from models located within VENEZIA TOWNHOMES.

21.2 Modification. The development and marketing of VENEZIA TOWNHOMES will continue as deemed appropriate in the Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of VENEZIA TOWNHOMES to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat or described herein, (ii) to plat or replat all or any part of VENEZIA TOWNHOMES owned by the Declarant or reconfigure any Lot owned by the Declarant, and (iii) to widen, extend or relocate any right of way shown on any Plat or convert a Lot to use as a right of way, provided that the Declarant owns the lands affected by or subject to such change. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which the Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3 Promotional Events. Prior to the Community Completion Date, the Declarant, Builders and their assigns, shall have the right, at any time or location within VENEZIA TOWNHOMES as determined by Declarant in its sole discretion, to hold marketing, special and/or promotional events within VENEZIA TOWNHOMES and/or on the Common Areas without any charge for use. The Declarant, Builders, and their agents, affiliates, or assignees shall have the right to market VENEZIA TOWNHOMES in advertisements and other media by making reference to VENEZIA TOWNHOMES, including, but not limited to, pictures or drawings of VENEZIA TOWNHOMES, Common Areas, Parcels, Lots and Homes constructed in VENEZIA TOWNHOMES. All logos, trademarks, and designs used in connection with VENEZIA TOWNHOMES are the property of the Declarant, and the Association shall not have a right to use the same after the Community Completion Date except with the express written permission of the Declarant.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant and Builders shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots or Homes within VENEZIA TOWNHOMES, or other properties owned by the Declarant outside of VENEZIA TOWNHOMES.

21.5 Franchises. The Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6 Management. The Association may contract with a third party ("**Manager**") for management of the Association and the Common Areas.

21.7 Easements. Until the Community Completion Date, the Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services, and other purposes over, under, upon and across VENEZIA TOWNHOMES so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners or Builders. By way of example, and not of limitation, the Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of the Declarant, in perpetuity, for such purposes. Without limiting the foregoing, the Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, the Declarant may grant an easement for telecommunications systems, irrigation facilities, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. The Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by the Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by the Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of

the Declarant which may be granted or denied in its sole discretion. Notwithstanding the foregoing, the Declarant is required to obtain the prior written consent of any Builder whose Lot shall be affected by new or relocated easements before such easements affect such Builder's Lot.

21.8 No Failure of Easements. Notwithstanding anything contained in the Governing Documents to the contrary, should the intended creation of any easement provided for in the Governing Documents fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement or no separate ownership of the dominant and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Declarant and/or the Association, as applicable, as agent for such intended grantees, or to be a "springing easement" for the purpose of allowing the original party to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement, and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

21.9 Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

21.10 Additional Development. If the Declarant withdraws portions of VENEZIA TOWNHOMES from the operation of this Declaration, the Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. The Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by the Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by the Declarant.

21.11 Representations. Neither the Declarant nor any Builder makes any representations concerning development both within and outside the boundaries of VENEZIA TOWNHOMES including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on VENEZIA TOWNHOMES or adjacent to or near VENEZIA TOWNHOMES, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

21.12 Wash-Out Area(s). The Declarant, in its sole discretion, shall have the right to determine the location or locations of any areas within VENEZIA TOWNHOMES used by Builders as a wash-out area for construction activities.

21.13 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, THE BUILDERS NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF VENEZIA TOWNHOMES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

21.13.1 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND

WHICH GOVERN OR REGULATE THE USES OF VENEZIA TOWNHOMES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF VENEZIA TOWNHOMES AND THE VALUE THEREOF;

21.13.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR LAKE COUNTY, OR WHICH PREVENTS TORTIOUS ACTIVITIES;

21.13.3 THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

21.13.4 EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF VENEZIA TOWNHOMES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, THE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, MANAGERS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

21.14 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO, THE GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. THE DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

21.15 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, EACH HOME IS LOCATED IN LAKE COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN LAKE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND THE DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN LAKE COUNTY, FLORIDA.

21.16 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. THE DECLARANT AND BUILDERS ARE RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO THE DECLARANT AND

BUILDERS; ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR THE DECLARANT TO SUBJECT VENEZIA TOWNHOMES TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT, BUILDERS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE DECLARANT, BUILDERS, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.17 Duration of Rights. The rights of the Declarant and Builders, as applicable, set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment of such rights by the Declarant or such Builder, as applicable, in an amendment to the Declaration recorded in the Public Records.

21.18 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of VENEZIA TOWNHOMES, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of VENEZIA TOWNHOMES without the Declarant's prior review and prior written consent. Evidence of the Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

21.19 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in VENEZIA TOWNHOMES shall be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to deliver notice of the Declarant's approval or disapproval within such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained. This Section shall not apply to Builders.

21.20 Use Name of "VENEZIA TOWNHOMES". No person or entity shall use the name "VENEZIA TOWNHOMES," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of the "VENEZIA TOWNHOMES" name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "VENEZIA TOWNHOMES" in printed or promotional matter where such term is used solely to specify that particular property is located within VENEZIA TOWNHOMES. This Section shall not apply to Builders.

21.21 Density Transfers. If the record title owner of a Parcel develops the Parcel so that the number of Lots contained in such Parcel is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by such party (with respect to that Parcel) shall inure to the benefit of the Declarant.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by the Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to the Declarant in the event such refund is received by the Association.

23. Assignment of Powers. All or any part of the rights, exemptions, powers and reservations of the Declarant herein contained may be conveyed or assigned, in whole or in part, to other persons or entities by an instrument in writing duly executed, acknowledged and, at the Declarant's option, recorded in the Public Records.

24. General Provisions.

24.1 Authority of Board. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by a majority of the Board. The Association and Owners shall be bound thereby.

24.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

24.3 Execution of Documents. The Declarant's plan of development for VENEZIA TOWNHOMES including, without limitation, the creation of one (1) or more special taxing districts, may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, the Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of VENEZIA TOWNHOMES, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to VENEZIA TOWNHOMES or any portion(s) thereof.

24.4 Affirmative Obligation of the Association. In the event the Association believes that the Declarant or any Builder has failed in any respect to meet their obligations under this Declaration or has failed to comply with any of their obligations under law or the Common Areas constructed by the Declarant or any such Builder are defective in any respect, the Association shall give written notice to the Declarant, or Builder, as applicable, detailing the alleged failure or defect. The Association agrees that once the Association has given written notice to the Declarant or such Builder, as applicable, pursuant to this Section, the Association shall be obligated to permit the Declarant or such Builder, as applicable, and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant or such Builder to respond to such notice at all reasonable times. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant or a Builder, as applicable, to repair or address, in their sole option and expense, any aspect of the Common Areas deemed defective by the Declarant or any Builder, as applicable, during their inspections of the Common Areas. The Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage the Declarant or a Builder, as applicable.

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission in accordance with Section 24.12 below.

24.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes.

24.7 Construction Activities. ALL OWNERS, LESSEES, OCCUPANTS AND USERS OF VENEZIA TOWNHOMES ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT, BUILDERS AND/OR THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO VENEZIA TOWNHOMES WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF VENEZIA TOWNHOMES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO VENEZIA TOWNHOMES WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF VENEZIA TOWNHOMES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.8 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "**Title Documents**"). The Declarant's plan of development for VENEZIA TOWNHOMES may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. THE DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, the Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, the Association shall assume all of the obligations of the Declarant under the Title Documents unless otherwise provided by the Declarant by amendment to this Declaration recorded by the Declarant in the Public Records, from time to time, and in the sole and absolute discretion of the Declarant.

24.9 Right to Contract for Telecommunications Services. The Declarant or the Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of VENEZIA TOWNHOMES. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, the fees for the

Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

24.10 Enforcement of Governing Documents. Enforcement of the Governing Documents, including, without limitation, this Declaration, may be by proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, Builders, or any Owner may, but shall not be required to, seek enforcement of the Governing Documents.

24.11 Electronic or Video Communication. Wherever the Governing Documents require members' attendance at a meeting either "in person or by proxy," members may attend and participate at such meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication; provided, however, members may attend and participate in this manner only if a majority of the Board approved use of telephone, real-time videoconferencing, or similar real-time electronic or video communication for participation and attendance at meetings.

24.12 Electronic Transmission as Substitute for Writing. Wherever the Governing Documents require action by the Association to be taken in writing, such action may be taken by Electronic Transmission, with the exception of the following: (i) giving notice of a meeting called in whole or in part for the purpose of recalling and removing a member of the Board; and (ii) when levying fines, suspending use rights, requesting dispute resolution, or collecting payments for assessments and providing notice of lien claims.

24.13 Right to Contract. Prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right, to make the Common Areas available to individuals, persons, firms or corporations other than the Owners. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations to pay Assessments pursuant to this Declaration, or give any Owner the right to avoid any of the provisions of this Declaration. Prior to the Turnover Date, the Declarant shall have the right to determine from time to time, and at any time, in the Declarant's sole absolute discretion, the manner in which the Common Areas will be made available to individuals, persons, firms or corporations other than the Owners and the fees and charges that may be charged for such use. In addition, prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right to enter into agreements for maintenance, lease, use, license, or easements with any other homeowners association, property owners association, governmental or quasi-governmental agency or other entity. The Declarant or the Board may enter into such agreement on behalf of the Association without the prior written consent or joinder of any other party; provided, however, prior to the Turnover Date, all such agreements entered into by the Association require the prior written consent of the Declarant. Such agreements may obligate the Association to maintain certain real property or improvements not owned by the Declarant or the Association, or such agreements may obligate the Association to pay a contribution for maintenance costs or use fees for certain real property or improvements not owned by the Declarant or the Association. Any expense incurred by the Association, or payment required to be made by the Association, in connection with any such agreement shall constitute an Operating Expense of the Association.

24.14 Declarant's Disclaimer of Representations. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE DECLARANT MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER EITHER EXPRESS OR IMPLIED, THAT ANY PLANS PRESENTLY ENVISIONED FOR THE COMPLETE DEVELOPMENT OF VENEZIA TOWNHOMES OR SURROUNDING LAND CAN OR WILL BE CARRIED OUT, OR THAT ANY REAL PROPERTY NOW OR HEREAFTER ACQUIRED BY THE DECLARANT IS OR WILL BE SUBJECT TO THIS DECLARATION, OR THAT ANY SUCH REAL PROPERTY (WHETHER OR NOT IT HAS BEEN SUBJECTED TO THIS DECLARATION) IS OR WILL BE COMMITTED TO OR DEVELOPED FOR A PARTICULAR (OR ANY) USE OR PURPOSE, OR THAT SUCH REAL PROPERTY IS ONCE USED FOR A PARTICULAR USE, WILL CONTINUE IN EFFECT OR WILL BE SUFFICIENT FOR SUCH PURPOSE. While the Declarant has no reason to believe that any of the covenants, restrictions and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Declarant makes no warranty or representation as to the present or future validity or enforceability of any such covenants, restrictions and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall

assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold the Declarant harmless therefrom.

24.15 Additional Right of Association to Enter into Agreements. The Association may enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of VENEZIA TOWNHOMES, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2021), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement. Notwithstanding the foregoing, prior to the Community Completion Date, any such agreement entered into by the Association shall require the prior written approval of the Declarant. The purpose of this Section is to confirm the Board's express authority to enter into such agreements on behalf of the Association without a vote of the members, pursuant to Section 720.31(6), Florida Statutes (2021). Nothing in this Section shall limit the Declarant's right and authority to approve and enter into any such agreements for leaseholds, memberships or other possessory or use interests with respect to VENEZIA TOWNHOMES or any lands or facilities outside of VENEZIA TOWNHOMES prior to the Turnover Date.

25. Stormwater Management System.

25.1 General. The Master Association shall be responsible for maintenance, operation and repair of the SMS in VENEZIA TOWNHOMES. All SMS within VENEZIA TOWNHOMES, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Master Association, whose agents, employees, contractors and subcontractors may enter any portion of the SMS and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. Maintenance of the SMS shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by SJRWMD. Any repair or reconstruction of the SMS shall be as permitted, or if modified as approved by the SJRWMD.

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SMS without the prior written consent of SJRWMD and the Master Association. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SMS. To the extent there exists within VENEZIA TOWNHOMES wetland mitigation areas or retention/detention areas, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SJRWMD and the Master Association. Construction and maintenance activities which are consistent with the design and permit conditions approved by SJRWMD in the Permit may be conducted without specific written approval from SJRWMD.

25.1.2 No Owner, Builder or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Declarant, the Association, the Master Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

25.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Master Association. No person other than the Declarant, the Association or the Master Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

25.1.4 All SMS, excluding those areas (if any) maintained by the County or another governmental agency will be the ultimate responsibility of the Master Association; provided, however, that both the Association and the Master Association shall have the right to enter any

Lot, Parcel, or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SMS. The cost of such alterations, improvements or repairs shall be part of the Operating Expenses. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

25.1.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SJRWMD, the Master Association and the Declarant, its successors and assigns.

25.1.6 SJRWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the SMS.

25.1.7 Any amendment of the Declaration affecting the SMS or the operation and maintenance of the SMS shall have the prior written approval of SJRWMD.

25.1.8 If the Master Association shall cease to exist, the SMS shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code (2020), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SJRWMD prior to such termination, dissolution, or liquidation.

25.1.9 No Owner or Builder of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit and/or Plat of VENEZIA TOWNHOMES, unless prior approval is received from the SJRWMD Regulation Department.

25.1.10 Each Owner and Builder within VENEZIA TOWNHOMES at the time of the construction of a Home or structure shall comply with the construction plans for the SMS approved and on file with SJRWMD.

25.1.11 Owners and Builders shall not remove native vegetation (including cattails) that becomes established within the retention/detention areas abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners and Builders shall address any questions regarding authorized activities within the retention/detention areas to SJRWMD.

25.2 Proviso. Any amendment to the Declaration that alters the SMS beyond its original condition, including the mitigation or preservation areas and the water management portions of the Common Areas must have the prior approval of SJRWMD.

25.3 Mitigation Area Monitoring. In the event VENEZIA TOWNHOMES has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance, the Master Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SJRWMD determines that the area(s) is successful in accordance with the Permit. The Master Association shall perform all wetland mitigation monitoring (if any) in accordance with all Permit conditions associated with such wetland mitigation, monitoring, and maintenance.

25.4 Wetland Conservation Areas. Lots and Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("**Wetland Conservation Areas**"). The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the County, the Town (as applicable), SJRWMD or any governmental agencies having jurisdiction. Owners of Lots abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within

the Wetland Conservation Areas abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SJRWMD, Surface Water Regulation Manager. NEITHER THE DECLARANT, THE ASSOCIATION NOR THE MASTER ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WETLAND CONSERVATION AREAS IN VENEZIA TOWNHOMES; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE ASSOCIATION NOR THE MASTER ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL WETLAND CONSERVATION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE ASSOCIATION OR THE MASTER ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

25.5 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit, and the Plat(s) associated with VENEZIA TOWNHOMES. Activities prohibited within the conservation areas include, but are not limited to, the following:

25.5.1 No structures or construction of any kind may be erected;

25.5.2 No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted;

25.5.3 No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system;

25.5.4 No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas;

25.5.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

25.5.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

25.5.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

25.5.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

25.5.9 No owner within VENEZIA TOWNHOMES may construct or maintain any building, residence, or structure, or undertake to perform any activity in the Wetland Conservation Areas described in the Permit and Plat(s), including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from SJRWMD; and

25.5.10 Each Owner within VENEZIA TOWNHOMES at the time of construction of a building, residence, or structure shall comply with the construction plans for the SMS approved and on file with the SJRWMD.

LOTS MAY CONTAIN OR ABUT WETLAND CONSERVATION AREAS THAT ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS, AND NO AQUATIC PLANTS MAY BE REMOVED, EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR AS OTHERWISE PERMITTED BY SJRWMD AND FLORIDA LAW. THE MASTER ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SJRWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE MASTER ASSOCIATION.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this ____ day of _____, 2022.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

"DECLARANT"

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ___ day of _____, 2022, by _____, as _____ of **FORESTAR (USA) REAL ESTATE GROUP INC**., a Delaware corporation, on behalf of the corporation. He/she is [ ] personal known to me or [ ] produced _____ as identification.

[*seal*]

_____
NOTARY PUBLIC, State of Florida at Large
Print Name: _____
Commission Expires: _____

JOINDER

VENEZIA SOUTH MULTI FAMILY SUB-ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the COMMUNITY DECLARATION FOR VENEZIA TOWNHOMES (the "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2022.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

VENEZIA SOUTH MULTI FAMILY SUB-ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Name: William Fife
Title: President

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ___ day of _____, 2022, by William Fife, as President of **VENEZIA SOUTH MULTI FAMILY SUB-ASSOCIATION, INC**., a Florida not-for-profit corporation, on behalf of the corporation. He is [ ] personal known to me or [ ] produced _____ as identification.

[*seal*]

_____
NOTARY PUBLIC, State of Florida at Large
Print Name: _____
Commission Expires: _____

EXHIBIT 1

LEGAL DESCRIPTION

TRACT MM OF VENEZIA SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, PAGES 92 THROUGH 97, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

EXHIBIT 2

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

VENEZIA SOUTH MULTI FAMILY SUB-ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

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ARTICLES OF INCORPORATION

OF

VENEZIA SOUTH MULTI FAMILY SUB-ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a not-for-profit corporation, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is **VENEZIA SOUTH MULTI FAMILY SUB-ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Association**").

2. Principal Office. The principal office of the Association is 1064 Greenwood Blvd., Suite 200, Lake Mary, Florida 32746.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 1201 Hays Street, Tallahassee, Florida 32301. The name of the Registered Agent of the Association is:

CORPORATION SERVICE COMPANY

4. Definitions. The COMMUNITY DECLARATION FOR VENEZIA TOWNHOMES (the "**Declaration**") will be recorded in the Public Records of Lake County, Florida, and shall govern all of the operations of a community to be known as VENEZIA TOWNHOMES. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the interests of the Declarant, Builders, the Association and the Owners.

6. Not for Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and VENEZIA TOWNHOMES;

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, the Master Declaration, these Articles and Bylaws;

7.4 To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or

personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration;

7.6 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the prior written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of VENEZIA TOWNHOMES to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, VENEZIA TOWNHOMES, the Common Areas, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.10 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.11 To employ personnel and retain independent contractors to contract for management of the Association, VENEZIA TOWNHOMES, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.12 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and VENEZIA TOWNHOMES as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

7.13 To establish committees and delegate certain of its functions to those committees; and

7.14 To have the power to sue and be sued.

8. Voting Rights. Owners, Builders, and the Declarant shall have the voting rights set forth in the Declaration.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

William Fife	4042 Park Oaks Blvd., Suite 200 Tampa Florida 33610
Melissa Dotson	4042 Park Oaks Blvd., Suite 200 Tampa Florida 33610
Mary Moulton	4042 Park Oaks Blvd., Suite 200 Tampa Florida 33610

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

11. Duration. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which may be withheld for any reason whatsoever. Further notwithstanding any other provision herein to the contrary, for so long as a Builder owns any Lot within VENEZIA TOWNHOMES, no amendment to these Articles that materially and adversely affect the Lots owned by such Builder shall be effective unless such amendment receives the prior written consent of such Builder, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments prior to the Turnover. Prior to the Turnover, but subject to the general and specific restrictions on amendments set forth above, the Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law as of the date the Declaration is recorded. The Declarant's right to amend under this Section is to be construed as broadly as possible. In the event the Association shall desire to amend these Articles prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast ten percent (10%) of the total Voting Interests. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of

the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Limitations.

13.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant.

13.3. Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	William Fife	4042 Park Oaks Blvd., Suite 200 Tampa, Florida 33610
Vice President:	Melissa Dotson	4042 Park Oaks Blvd., Suite 200 Tampa, Florida 33610
Secretary/Treasurer:	Mary Moulton	4042 Park Oaks Blvd., Suite 200 Tampa, Florida 33610

15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or the Declarant, or between the Association and any other corporation, partnership, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

[Signatures on the Following Page]

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this ___ day of _____, 2022.

_____
Scott A. Cookson, Esq.
Incorporator
1000 Legion Place, Suite 1700
Orlando, Florida 32801

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this ____ day of _____, 2022.

CORPORATION SERVICE COMPANY

By: _____
Name: _____
Title: _____

Registered Office:

1201 Hays Street
Tallahassee, Florida 32301

Principal Corporation Office:

1064 Greenwood Blvd., Suite 200
Lake Mary, Florida 32746

EXHIBIT 3

BYLAWS

BYLAWS

OF

VENEZIA SOUTH MULTI FAMILY SUB-ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

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BYLAWS
OF
VENEZIA SOUTH MULTI FAMILY SUB-ASSOCIATION, INC.

1. Name and Location. The name of the corporation is VENEZIA SOUTH MULTI FAMILY SUB-ASSOCIATION, INC. (the "**Association**"). The principal office of the corporation shall be located at 1064 Greenwood Blvd., Suite 200, Lake Mary, Florida 32746, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. Definitions. The definitions contained in the COMMUNITY DECLARATION FOR VENEZIA TOWNHOMES (the "**Declaration**") relating to the residential community known as VENEZIA TOWNHOMES, recorded, or to be recorded, in the Public Records of Lake County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"**Minutes**" shall mean the minutes of all member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"**Official Records**" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes (2021).

3. Members.

3.1 Voting Interests. Each Owner, Builder and the Declarant shall be a member of the Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot. Prior to the Turnover, the Declarant shall have Voting Interests equal to nine (9) votes per Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of the Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Thereafter, the Declarant shall have Voting Interests equal to one (1) vote for each Lot owned. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

3.1.1 Home Owned By Legally Married Couple. Either spouse (but not both) may exercise the Voting Interest with respect to a Lot. In the event the spouses cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the

event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot.

3.1.4 Limited Liability Companies. If a Lot is owned by a limited liability company, the company shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot.

3.1.5 Partnerships. If a Lot is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot cannot be exercised.

3.1.6 Multiple Individuals. If a Lot is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Lot. In the event that there is a conflict among such individuals, the Voting Interest for such Lot cannot be exercised.

3.1.7 Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or by Electronic Transmission, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the members (the "**Annual Members Meeting**") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association. A copy of the notice shall be given to each member entitled to vote, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient), unless otherwise required by Florida law. Written notice is effective (i) when mailed, if mailed postpaid and correctly addressed to the members' address last appearing on the books; or (ii) when transmitted by any form of Electronic Transmission. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not

prohibited by the Florida Statutes, as amended from time to time, the Board may, by majority consent, adopt from time to time, other procedures for giving notice to the members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each member.

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by the Declarant's presence, in person or by proxy, at any meeting. After the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the members entitled to cast ten percent (10%) of the total Voting Interests. To the extent permitted by applicable law, as amended from time to time, members may attend members' meetings and vote as if physically present via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A member's attendance via telephone, real-time videoconferencing, or similar real-time electronic or video communication shall count toward the quorum requirements as if such member was physically present. In the event members elect not to be physically present at a members' meeting, a speaker must be used so that the conversation of such members may be heard by the Board or committee members attending in person as well as by any Owners present at the meeting. Notwithstanding the foregoing or any other provision of these Bylaws to the contrary, members may attend and participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication only if a majority of the Board approved such manner of attendance.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these Bylaws.

3.8 Proxies. At all meetings, members may vote their Voting Interests in person or by proxy. In addition, to the extent permitted by the Board and to extent the Association adopted technology that facilitates voting remotely, members may also cast their votes utilizing such technology and participating via telephone, real-time videoconferencing, or similar real-time electronic or video communication. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes (2021), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Proxyholders may also attend and/or participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication so long as the proxies are delivered to the Secretary at or prior to the meeting and otherwise in compliance with this Section 3.8. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons and no more than five (5) persons. Board members appointed by the Declarant need not be members of the Association. Board members elected by Owners and Builders must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2021), Owners are entitled to elect one (1) member of the Board (the "**Pre-Turnover Director**") when fifty percent (50%) of all the Lots ultimately planned for VENEZIA TOWNHOMES are conveyed to Owners, provided the Owners exercise such right. In the event the Owners do not exercise the right to elect the Pre-Turnover Director at any annual meeting which may occur after Owners are entitled to elect the Pre-Turnover Director, then a vacancy on the Board shall occur and the remaining members of the Board may fill such vacancy to the extent authorized by law.

4.2 Term of Office. The term of office for the Pre-Turnover Director shall end at the next Annual Members Meeting after the Pre-Turnover Director's election, or on the date the Turnover election takes place (the "**Turnover Date**"), whichever occurs first. In the event that the Pre-Turnover Director's term expires at the Annual Members Meeting, a new Pre-Turnover Director shall be elected by the Owners at

the next Annual Members Meeting or on the Turnover Date, whichever occurs first, with the election process repeated thereafter until Turnover. Except with respect to the Pre-Turnover Director, the election of Directors shall take place after the Declarant no longer has the authority to appoint a majority Board and shall take place on the Turnover Date. On the Turnover Date the members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term two (2) years, and one (1) Director for a term of three (3) years. The candidates receiving the most votes shall be elected to office. Of such candidates receiving the most votes, the candidate with the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the third highest number of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of Directors for a term of two (2) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by the Declarant shall extend until the date designated by the Declarant, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by the Declarant may be replaced by the Declarant. The Declarant may replace or remove any Board member appointed by the Declarant in the Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of members holding a majority of the Voting Interests.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. Subject to the Declarant's right to appoint a Director as permitted by Section 720.307(3), Florida Statutes (2021), from and after the expiration of the Turnover, or such earlier date determined by the Declarant in its sole and absolute discretion, the Members shall elect Directors of the Association at or in conjunction with the Annual Members Meeting.

4.7 Nomination. Prior to each election at which Owners are entitled to elect any of the Directors, the Board shall prescribe (and communicate to the members) the opening date and the closing date of a reasonable filing period ("**Candidate Filing Period**") in which every eligible person who has an interest in serving as a Director may file as a candidate for such Director position. The Board may also appoint a Nominating Committee to make nominations for election of Directors to the Board. A Nominating Committee, if appointed, shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. Any Nominating Committee shall serve for a term of one (1) year or until its successors are appointed. In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of Directors' positions to be filled at such election. Any member may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee) within the Candidate Filing Period.

4.8 Election. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2021), any election dispute between a member and the Association shall be resolved by binding arbitration with the Division of

Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation or filed with a court of competent jurisdiction. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of the Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be an action of the Board. Directors may attend meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such Director may vote as if physically present. A speaker must be used so that the conversation of Directors not physically present may be heard by the Board, as well as by any members present at the meeting. Members may not attend Board meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication.

5.5 Open Meetings. Meetings of the Board, and of any Committee of the Board, shall be open to all members.

5.6 Voting. Board members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) hours in advance, except in an event of an emergency. Alternatively, notice may be given to members in any other manner provided by Florida Statute, as amended from time to time. By way of example, and not of limitation, notice may be given in any newsletter distributed to the members. Written notice of Board meetings also may be provided when transmitted by any form of Electronic Transmission. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which an Assessment will be levied must be provided to all members at least fourteen (14) days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments.

5.8 Electronic or Video Attendance. The Board may, by majority consent, permit any Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting, such as telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Notwithstanding any provision herein to the contrary, the meeting must be held at a location that is

accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall have, subject to the limitations and reservations set forth in the Declaration and Articles, the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, but not limited to, the power to cause Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these Bylaws, the Articles, the Declaration and the Master Declaration, including without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of VENEZIA TOWNHOMES by the members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a member who is more than ninety (90) days delinquent in the payment of any monetary obligation owed the Association, until such monetary obligation is paid in full.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees and/or Independent Contractors. Engage, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of the Association and/or its officers.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving the Association or its members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.1.9 Emergency Powers. In response to damage or injury caused by or anticipated in connection with an emergency, as defined in Section 720.316, Florida Statutes (2021), and to the extent authorized by law, the Association shall have emergency powers including, but not limited to: the ability to conduct board meetings, committee meetings, elections or membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication; the power to cancel and reschedule meetings of the Association; the power to relocate the Association's principal office or designate an alternative principal office; or, based upon the advice of emergency management, public health officials, or other licensed professionals, to determine any portion of the Common Areas shall be declared unavailable for entry or occupancy by Owners, their family members, tenants, guests, agents or invitees to protect their health, safety or welfare.

6.2 Vote. The Board shall exercise all powers so granted, except where the Declaration, Articles or these Bylaws specifically require a vote of the members.

6.3 Limitations. Until the Turnover, the Declarant shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ACC, any committee of the Association, or the vote of the members. This right may be exercised by the Declarant at any time within sixty (60) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ACC or any committee of the Association.

7. Obligations of the Association. Association, subject to the provisions of the Declaration, Articles, and these Bylaws shall discharge such duties as necessary to operate the Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records;

7.2 Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of the Association or, where the Association has agreed to do so, of the members; and

7.4 Enforcement. Enforce the provisions of the Declaration, Master Declaration, Articles, these Bylaws, and Rules and Regulations.

8. Officers and Their Duties.

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2 Election of Officers. After the Turnover, and except as set forth herein, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of the Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The office of President and Vice President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of the Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the members of the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303, Florida Statutes (2021), cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. Subject to Section 617.0825, Florida Statutes (2021), the Board may appoint such committees as deemed appropriate, which committees may be comprised of all members, all directors, or a combination of the foregoing. The Board may fill any vacancies on all committees.

9.2 ACC. The Declarant shall have the sole right to appoint the members of the ACC until the Community Completion Date. Upon expiration of the right of the Declarant to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of the Association shall be available for inspection by any member at the principal office of the Association. Copies may be purchased, by a member, at a reasonable cost. The Association may comply with an official records request by making the records available to a member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association must allow a member to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the member with a copy of such records. The Association may not charge a fee to a member for the use of a portable device.

11. Corporate Seal. The Association may have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists and is effective on the date the Declaration is

recorded in the Public Records or except as expressly set forth herein. The Declarant's right to amend under this provision is to be construed as broadly as possible. In the event the Association shall desire to amend these Bylaws prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Thereafter, the Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Bylaws may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board and their respective terms. Such change shall not require the approval of the members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party, shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31st of that year. Thereafter, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1 Florida Statutes. Whenever these Bylaws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date these Bylaws are recorded in the Public Records except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

[Signatures on the Following Page]

CERTIFICATION

I, William Fife, do hereby certify that:

I am the duly elected and acting President of VENEZIA SOUTH MULTI FAMILY SUB-ASSOCIATION, INC., a Florida not-for-profit corporation; and,

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ___ day of _____, 2022.

_____
William Fife, President

(CORPORATE SEAL)

EXHIBIT 4

PERMIT

EXHIBIT 5

COMMON AREAS

TRACTS M-1, M-2, OS-1, OS-2, OS-3 AND OS-4, AS DEPICTED ON THE PLAT FOR VENEZIA TOWNHOMES, RECORDED IN PLAT BOOK ____, PAGE _____, LAKE COUNTY, FLORIDA.